



Executive Board Meeting Agenda

Wednesday, November 10, 2021
 Zoom Meeting
 Join by computer:
<https://us06web.zoom.us/j/85090782784>
 Join by phone: Dial 1-929-436-2866 and enter
 Meeting ID 850 9078 2784

Chairman Bobby Compton will convene a meeting of the Centralina Executive Board **on Wednesday, November 10, 2021 at 5:00 pm**. The meeting will be held via Zoom.

Time	Item	Presenter
5:00 p.m.	Call to Order	Bobby Compton
	Roll Call	
	Moment of Silence	
	Amendments to the Agenda (if any)	
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</i>		
5:10 p.m. Item 1 Page 5	Approval of American Rescue Plan Act Funding for Older Americans Act Programming The Executive Board is asked to approve the American Rescue Plan Act (ARPA) funding allocation from the NC Division of Aging and Adult Services (NC DAAS) to the Centralina Regional Council Area Agency on Aging. Signed into law on March 11, 2021, ARPA funds are to be expended for Older Americans Act programming and activities from October 1, 2021, through September 30, 2024. Action/Recommendation: <i>Motion to approve the ARPA funds from the NC Division of Aging and Adult Services to the Centralina Area Agency on Aging for allowable Older Americans Act services and grant approved activities for a total of \$7,326,555.</i>	Linda Miller
Item 2 Pages 7 - 9	FY22 Budget Amendment The Executive Board is asked to review and approve the amendments to the Fiscal Year 2022 operating and grants budgets. Action/Recommendation: <i>Motion to approve the amendments to the operating and grants budgets for Fiscal Year 2022.</i>	Denise Strosser
Item 3 Pages 11 - 12	Federal Relations Performance Report The Executive Board is asked to review and accept the Strategics Consulting performance report of federal relations activities for September through October 2021. Action/Recommendation: <i>Motion to accept the Strategics Consulting performance report for September through October 2021.</i>	Leslie Mozingo
Item 4 Pages 14 - 17	Approval of the September 8, 2021 Executive Board Meeting Minutes The minutes from the September 8, 2021 meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: <i>Motion to approve the September 8, 2021 Executive Board meeting minutes.</i>	Bobby Compton

Regular Business Items:		
<p>5:15 p.m. Item 5 20 minutes <i>Page 19</i></p>	<p>FY21 Audit Report Dan Gougherty, Cherry Bekaert LLP, will present Centralina's audited financial statements and compliance report results for the Fiscal Year Ending June 30, 2021.</p> <p>Action/Recommendation <i>Motion to approve the Centralina Regional Council financial statements, compliance report, and audit report for the fiscal year ending June 30, 2021.</i></p>	<p>Dan Gougherty</p>
<p>5:35 p.m. Item 6 15 minutes <i>Pages 21 - 24</i></p>	<p>COVID-19 Vaccine Outreach Project Focus Group The project team would like to engage with the Executive Board on topics from a survey designed to identify the best ways to support and build on community vaccine efforts.</p> <p>Action/Recommendation: <i>Receive as information.</i></p>	<p>Sara Maloney</p>
<p>5:50 p.m. Item 7 10 minutes <i>Page 26</i></p>	<p>Raleigh Relations Update The Executive Board will receive an update on state government engagement activities as part of Centralina's Raleigh Relations strategy. Chris Wall from EQV Strategic will also provide an update on the status of the state budget process.</p> <p>Action/Recommendation: <i>Receive as information.</i></p>	<p>Kelly Weston and Chris Wall</p>
<p>6:00 p.m. Item 8 15 minutes <i>Pages 28 - 32</i></p>	<p>Federal Action Plan Discussion Leslie Mozingo, Strategics Consulting, will present a draft of Centralina's 2022 Federal Action Plan for the Executive Board's review.</p> <p>Action/Recommendation <i>Receive as information and provide feedback on the draft 2022 Federal Action Plan.</i></p>	<p>Geraldine Gardner and Leslie Mozingo</p>
<p>6:15 p.m. Item 9 10 minutes <i>Pages 34 - 90</i></p>	<p>Centralina Office Lease Approval The Executive Board is asked to approve the lease for office space located at 10735 David Taylor Drive, Resource Square 4.</p> <p>Action/Recommendation: <i>Motion to approve the lease agreement between Centralina Regional Council and CRS Office Center IV LLC as proposed.</i></p>	<p>Geraldine Gardner</p>
<p>6:25 p.m. Item 10 5 minutes <i>Page 92</i></p>	<p>Nominating Committee Forecast Staff will provide an overview of the Nominating Committee, which will identify the 2022 slate of nominees for the offices of Chair, Vice Chair, Secretary, and Treasurer.</p>	<p>Kelly Weston</p>



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	Action/Recommendation: <i>Receive as information and recommend Executive Board members who shall serve on the Nominating Committee.</i>	
6:30 p.m. Item 11 5 minutes	Honorary Resolutions for Outgoing Executive Board Members	Bobby Compton
6:35 p.m. 5 minutes	Comments from the Executive Board and Centralina Staff	Board Members and Staff
6:40 p.m. 5 minutes	Comments from the Executive Director	Geraldine Gardner
6:45 p.m. 5 minutes	Comments from the Chair	Bobby Compton
6:50 p.m.	Adjournment	Bobby Compton

Centralina Regional Council complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Regional Council will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Regional Council's programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation, please contact the Clerk to the Board, 9815 David Taylor Drive, Charlotte, NC 28262, phone (704) 348-2728. Please allow 72 hours advance notice for preparation. Visit our website: www.centralina.org.



CENTRALINA

REGIONAL COUNCIL

Item 1



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	NA			
Presenter at Meeting:	Linda Miller (if necessary)	Phone Number:	704-348-2712			
		Email:	lmiller@centralina.org			
Alternate Contact:	Debi Lee	Phone Number:	704-348-2714			
		Email:	dlee@centralina.org			
Submitting Department:	Area Agency on Aging	Department Head Approval:	<i>Linda H. Miller</i>			
Description of Agenda Item:						
<p>The Executive Board is asked to approve the American Rescue Plan Act (ARPA) funding allocation from the NC Division of Aging and Adult Services (NC DAAS) to the Centralina Regional Council Area Agency on Aging. Signed into law on March 11, 2021, ARPA funds are to be expended for Older Americans Act (OAA) programming and activities from October 1, 2021, through September 30, 2024.</p>						
Background & Basis of Recommendations:						
<p>Section 2921 of the American Rescue Plan Act appropriated funds specifically for OAA administration. Identified for a variety of services such as:</p> <ul style="list-style-type: none"> • Title III-B Supportive Services • Titles III-B and III-C Nutrition Services • Title III-D Health Promotion and Disease Prevention • Title III-E Family Caregiver Support Program • Title VII Ombudsman <p>These funds will support and expand existing services and allow for investments in innovation and infrastructure over the next three years. ARPA funds are not a part of the existing state Home and Community Care Block Grant system.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the ARPA funds from the NC Division of Aging and Adult Services to the Centralina Area Agency on Aging for allowable Older Americans Act services and grant approved activities for a total of \$7,326,555.</p>						
Time Sensitivity: <i>(none or explain)</i>	Funding for ARPA can begin retroactive from October 1, 2021 through September 30, 2024.					
Budget Impact: <i>(none or explain)</i>	There is no match for ARPA funds locally. NC DAAS will cover the match assessed for administrative funds and some programmatic funds.					
Attachments: <i>(none or list)</i>	None					



CENTRALINA

REGIONAL COUNCIL

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Denise Strosser	Presentation Time:	5 minutes			
Presenter at Meeting:	Denise Strosser	Phone Number:	704-348-2704			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:				
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Description of Agenda Item:						
The Executive Board is asked to review and approve the amendments to the Fiscal Year 2022 operating and grants budgets.						
Background & Basis of Recommendations:						
A placeholder budget was recommended by the Executive Board on January 13, 2021 and adopted by the Board of Delegates. This initial "placeholder" budget is developed prior to receiving information from various state and federal agencies. This first amendment represents changes to reflect Federal and State grant allocations as of October 31, 2021 as well as other contracts received and confirmed since the adoption of the budget. We will continue to update the budget as new funds are received from new business contracts or grants from state and federal agencies. The attached amendments are to replace the placeholder budget and any prior amendments with current and up to date fundings and expenditures. In general, this budget reflects a similar budget position compared to the same time last year.						
Requested Action / Recommendation:						
Motion to approve the amendments to the operating and grants budgets for Fiscal Year 2022.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	As indicated on the attachments.					
Attachments: <i>(none or list)</i>	Operating and Grants Budget Amendments					

Fiscal Year 2021 - 2022 Operating Budget Ordinance Amendment

ANTICIPATED REVENUES	Placeholder FY221-2022 <u>Budget</u>	10.31.2021 FY220-2021 <u>Budget</u>
Program Revenues		
Restricted Intergovernmental Revenue	3,525,000	4,498,453
Technical Assistance Projects	1,500,000	1,001,825
Other Program Revenue	750,000	692,453
Transfers In/(Out)	-	
Fund Balance Appropriated	-	270,437
Total Program Revenue	<u>5,775,000</u>	<u>6,463,168</u>
Other Revenues		
Member Dues Support	890,000	908,784
Interest and Other Revenue	3,000	-
Total Other Revenues	<u>893,000</u>	<u>908,784</u>
TOTAL ANTICIPATED REVENUES	<u>6,668,000</u>	<u>7,371,952</u>
EXPENSE APPROPRIATIONS		
Member services, Board and committees	350,000	275,299
Management and Business Operations	1,900,000	1,997,642
Information Technology	160,000	166,220
Community and Economic Development Depart.	990,000	913,026
Planning Department	1,909,000	1,311,642
Area Agency on Aging Department	2,300,000	3,387,118
Workforce Development Department	950,000	946,054
Indirect Costs Representation	<u>(1,891,000)</u>	<u>(1,625,049)</u>
TOTAL EXPENSE APPROPRIATIONS	<u>6,668,000</u>	<u>7,371,952</u>
	-	-

Fiscal Year 2021-2022 Grant Pass Through Budgets Amendment

<u>Program</u>	<u>Placeholder FY221-2022 Budget</u>	<u>10330.2021 FY2021-2022 Budget</u>
Area Agency on Aging		
HCC Block Grant	9,850,000	9,992,458
USDA Supplement	650,000 (1)	650,000
Title III-B Legal	85,000	88,405
Family Caregiver	520,000	555,020
Disease Prevention/Health Promotion	40,000	55,000
State Senior Center General Purpose	120,000	119,835
Heat Fan Relief	15,000	14,363
Families First	-	56,058
CARES HCC Block Grant	250,000	1,264,229
Supplemental Nutrition	-	763,729
	<u>11,530,000</u>	<u>13,559,097</u>
 <i>(1) This program does not have a lump sum authorization currently. It is authorized at .75 per meal. Current Authorization is an estimate.</i>		
Workforce Development		
WIOA - XX-4010 Administrative Cost Pool	50,000	110,900
WIOA XX-4020 Adult Services	1,097,000	1,194,675
WIOA XX-4030 Dislocated Worker	955,000	992,209
WIOA XX-4040 Youth Services	995,000	1,172,304
WIOA XX-4050 Youth Imitative	-	83,469
WIOA XX-4050 Finish Line Grant	20,000	112,891
WIOA XX- XXXX Infrastructure Cost	85,000	96,108
WIOA NC Works Innovation Fund	-	182,424
NDWG COVID 2X-3130	80,000	250,322
	<u>3,282,000</u>	<u>4,195,302</u>
 Total Grant	 <u>14,812,000</u>	 <u>17,754,399</u>



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REGIONAL COUNCIL

Item 3

Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Kelly Weston	Presentation Time:	5 minutes			
Presenter at Meeting:	Leslie Mozingo	Phone Number:	202-255-5760			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Board is asked to review and accept the Strategics Consulting performance report of federal relations activities for September through October 2021.						
Background & Basis of Recommendations:						
Since 2015, Centralina has contracted with Strategics Consulting for federal relations consulting services. The Executive Board has requested that Ms. Mozingo present performance metrics reports at each of its meetings.						
Requested Action / Recommendation:						
Motion to accept the Strategics Consulting performance report for September through October 2021.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	Goals and Activities for Strategics Consulting September – October 2021 Report					

GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING SEPTEMBER – OCTOBER 2021 REPORT

Build, maintain and enhance relationships with Members of Congress and the federal agencies

- Arranged meeting for delegates with Congresswoman Virginia Foxx, coordinated details and prepared relevant information for her office.
- Arranged for Congressman Richard Hudson’s District Director to meet virtually, and U.S. Senator Thom Tillis’ Deputy Chief of Staff to meet locally, with Executive Director regarding the EDA Build Back Better Regional Challenge grant application and the CONNECT Beyond Regional Mobility Initiative.
- Communicated several times with U.S. DOT regarding invitation for Deputy Secretary Polly Trottenberg.
- Updated list of legislative directors in the region’s congressional offices.
- Communications with White House Intergovernmental regarding possible participation in future regional meetings.

Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina’s management

- Reported regularly on FY22 Appropriations and Continuing Resolution, the Infrastructure Investment and Jobs Act and the Budget Reconciliation package for social programs.
- Sent congressional offices update on National Association of Workforce Boards recommendations for Workforce Innovation and Opportunity Act (WIOA) Reauthorization.
- Provided updates on federal agency actions, such as “waters of the United States” (WOTUS) regional roundtables being formed for community input.
- Prepared Federal Relations Update and reported on it to the Executive Board.
- Wrote monthly Capital Corner entry to update membership on federal activity.
- Participated in regularly scheduled strategy calls with Executive Director.

Provide information and support related to federal grant opportunities in coordination with Centralina staff

- Provided Grants Alerts on the 5th and the 20th, as well as individual announcements on grants specifically related to Centralina’s priorities.
- Provided update on federal grants to Regional Managers.
- Sent updates on ARP tools for submitting questions, state funding released, and developments such as Senate-passed legislation to provide additional flexibility in uses of Local Fiscal Recovery Funds.

Respond to trouble shooting requests from members and Centralina on federal issues

- Participated in call with Planning Director and transportation stakeholders to explain the various transportation provisions in pending legislation and discuss ways to prepare in advance for those potential funding opportunities.
- Communications with Centralina members on grant ideas for funding local projects, eligibility, and grant awards they have received.
- Researched and answered questions from members on ARP uses, grants, guidance, etc.

For more information, contact Leslie Mazingo at (202) 255-5760 or leslie@strategics.consulting.

www.strategics.consulting



CENTRALINA

REGIONAL COUNCIL

Item 4



**Executive Board Virtual Meeting Minutes
September 8, 2021**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Bobby Compton, Chairman Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary William Morgan, Treasurer	Peter Ascitutto Deloris Chambers Cathy Davis Larken Egleston Gene Houpe Troy Selberg Lynn Shue Jennifer Stepp Amelia Stinson- Wesley David Williams	Karen Alexander Bill Feather Bob Hovis Corinthia Lewis- Lemon Pedro Morey Christine Poinsette Elaine Powell	Patricia Cowan Geraldine Gardner Hillary Kaylor Debi Lee Linda Miller Michelle Nance Sherika Rich Denise Strosser Jason Wager Kelly Weston Venecia White Guests Keith Bell, Cushman & Wakefield Leslie Mazingo, Strategics Consulting Piers Wates, Cushman & Wakefield

Call to Order

Chairman Bobby Compton, Town of Mooresville, called the meeting to order. He wished Treasurer William Morgan, City of Statesville, a happy birthday.

Kelly Weston, Clerk to the Board, called roll and noted that a quorum was present.

Moment of Silence

Chairman Compton called for a moment of silence.

Amendments to the Agenda.

There were no amendments to the agenda.

Consent Agenda

- 1. Approval of FY22 Senior Community Services Employment Program Funding**
- 2. Approval of FY22 Managed Information Technology Services Agreement**
- 3. Approval of the June 9, 2021 and July 28, 2021 Executive Board Meeting Minutes**

Chairman Compton explained that the Consent Agenda included a request to approve the FY22 sponsor agreement and funding for the Senior Community Services Employment Program, which is a community service and work-based job training program for older adults.

He also noted the request to approve the FY22 contract for Centralina's managed IT services vendor, adding that there was no change in the contract amount for this year.

Council Member Larken Egleston, City of Charlotte, made a motion to approve the Consent Agenda. Council Member Troy Selberg, Town of Harrisburg, seconded the motion and it carried unanimously.

4. Federal Relations Update and Annual Report

Leslie Mazingo, Strategics Consulting, presented a performance report of federal relations activities for June through August and the annual report of activities for FY21. She highlighted activities from the past year, including arranging guest speakers from the White House Office of Intergovernmental Affairs and from Senator Tillis's office. She also highlighted efforts to secure appropriations report language to give leverage to regional projects seeking federal grant funding. She noted that Centralina was able to provide input on local government needs when the American Rescue Plan Act (ARPA) legislation was in development.

Commissioner Gene Houpe, Iredell County, made a motion to accept the Strategics Consulting performance report for June through August and the annual report of federal relations activities for July 2020 through June 2021. Mayor Pro Tem Deloris Chambers, Town of Badin, seconded the motion and it carried unanimously.

5. Raleigh Relations Update

Geraldine Gardner, Executive Director, explained that Centralina's Raleigh Relations strategy has involved working with state government relations consultant Chris Wall on building relationships with the region's state legislative delegation. She noted that Centralina has engaged legislators on the CONNECT Beyond regional transit plan and collaborated with the NC Office of Pandemic Recovery on ARPA implementation. She also noted that Centralina has strong relationships with NC Commerce through the Workforce Development Board's work and with the Division of Aging and Adult Services through the work of the Area Agency on Aging. She added that Centralina is also building a relationship with the Office of Strategic Partnerships.

Ms. Gardner provided an update on the NC Radar Project, noting that there is a weather radar coverage gap impacting the piedmont area with significant implications for emergency management and forecasting severe weather events within the Centralina region. She explained that a group of meteorologists and emergency managers have been advocating for an additional radar station to address this challenge. She reported that Centralina has been working with Western Piedmont Council of Governments and Piedmont Triad Regional Council to support this effort, including advocating for direct funding from the NC General Assembly to conduct a feasibility study for a radar station. She noted that if the state does not provide funding for the project, there is an opportunity for the three COGs to self-fund the study. She added that Centralina will continue advocating for a provision within the state budget directing the Division of Emergency Management to work the COGs on the study.

6. CONNECT Beyond Endorsement Process Discussion

Michelle Nance, Regional Planning Director, presented an overview of the key recommendations and mobility moves the CONNECT Beyond project team has developed for advancing mobility within the region. She explained that the Board of Delegates will be asked to take action on the CONNECT Beyond plan at its October 13th meeting. She added that the objectives for the presentation at that meeting will be to share components of the plan's vision, receive the Board's support for Centralina's role in the implementation process, and receive the Board's endorsement of the plan implementation as a major priority for Centralina.

Jason Wager, Assistant Regional Planning Director, presented proposed options for the motion on the CONNECT Beyond item at the Board of Delegates meeting.

In response to a question from Chairman Compton, Ms. Nance explained that outreach to South Carolina communities has occurred through their Metropolitan Planning Organizations since those communities are outside of the Centralina region.

In response to Chairman Compton, Ms. Gardner noted that the full CONNECT Beyond plan will be released on Monday. She added that staff will provide the Delegates with a packet of materials in preparation for the upcoming vote at the Board of Delegates meeting. She also noted that the difference between the motions is an explicit role for Centralina in the implementation process.

In response to a question from Commissioner Lynn Shue, Cabarrus County, Mr. Wager explained that each recommendation within the plan will have to be assigned an associated cost and timeline. He added that right now, the goal is to set the vision and from there, the focus will shift towards prioritization and assigning costs.

Secretary Jarvis Woodburn, Anson County, noted that in its role as implementation manager, Centralina may have to assist communities in determining which implementation approaches to take.

Chairman Compton expressed support for the second motion option.

Mr. Wager reviewed a timeline of the next steps in the plan endorsement process.

7. Centralina Office Space Discussion and Decision

Ms. Gardner presented a summary of the options for Centralina's future office space. She also presented an overview of the recommendation process, including factors considered, such as financial feasibility, work environment quality, and organizational needs. She explained that the Grove 5 property was eliminated because it did not meet organizational needs or provide a quality environment. She noted that there was not a strong consensus among the staff advisory committee and department directors on the decision between the remaining candidate properties. She presented a summary of results from a staff survey and feedback from the staff committee and directors.

Denise Strosser, Finance Director, presented an overview of the financial data and assumptions. She noted that Centralina anticipates its fund balance increasing by \$430,000, projecting the ending balance will total approximately \$1,337,000. She noted that the current cash on hand and not committed for other expenditures is \$500,000, which could be used to pay for upfront costs associated with relocating to a new space or upfitting the current space. She also noted that initially, the University Executive Park property seemed the most suitable financially, but the area in which it is located detracted from that. She also noted that after final negotiations, the Resource 4 property appears to be a good option.

In response to a question from Treasurer Morgan, Ms. Gardner explained that Centralina has too much space in its current office and that the decrease in square footage associated with moving to one of the candidate properties would be the result of downsizing workspaces and reducing personal square footage while having access to more tenant amenities.

In response to a question from Treasurer Morgan, Piers Wates, Cushman & Wakefield, explained that the 2.5% annual escalation rate for Resource 4 is a low rate for office buildings in Charlotte.

Ms. Gardner summarized the advantages and disadvantages of each candidate property and recommended Centralina pursue lease negotiations with the Resource 4 property.

Secretary Woodburn expressed support for the recommendation, noting that Resource 4 appears to be the best choice.

Treasurer Morgan noted that staff has spent a lot of time weighing the office space options, adding that the officers have examined the options as well. He made a motion to direct the Executive Director to begin lease negotiations at 10735 David Taylor Drive and to bring a legally reviewed lease to the Executive Board for approval at its November 2021 meeting. Council Member Egleston seconded the motion and it carried unanimously.

Chairman Compton noted that safety was a concern in the decision-making process, as well as the organization's needs and workspace efficiency.

The motion carried unanimously.

Comments from the Executive Board and Centralina Staff

There were no comments from the Executive Board or Centralina Staff.

Comments from the Executive Director

There were no comments from the Executive Director.

Comments from the Chair

Chairman Compton noted that the next Board of Delegates meeting will be held on October 13th, adding that a quorum was essential since the Board will be asked to take action on the CONNECT Beyond plan.

He announced the members of the newly formed Strategic Plan Subcommittee and thanked them for their willingness to serve:

- Council Member Corinthia Lewis-Lemon, Town of Morven
- Council Member Troy Selberg, Town of Harrisburg
- Commissioner Pedro Morey, Town of Waxhaw
- Commissioner Elaine Powell, Mecklenburg County
- Council Member Christine Poinsette, City of Lincolnton
- Mayor Miles Atkins, Town of Mooresville and Chair of the Centralina Economic Development District

Chairman Compton noted that the Centralina Area Agency on Aging will hold its annual conference virtually on October 1st.

He also noted that the next CLT Aviation Academy is being planned for January through February 2022.

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:25 p.m.



CENTRALINA

REGIONAL COUNCIL

Item 5



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Denise Strosser	Presentation Time:	20 minutes			
Presenter at Meeting:	Dan Gougherty	Phone Number:	704-372-2416			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Description of Agenda Item:						
The Executive Board will receive a presentation on Centralina's audited financial statements and compliance report results for the Fiscal Year Ending June 30, 2021.						
Background & Basis of Recommendations:						
Cherry Bekaert LLP was engaged and performed required audit and compliance procedures for the single audit(s) and financial audit of Centralina Regional Council. Dan Gougherty, Director, Assurance Services, will present the results of the audit and answer any questions.						
Action / Recommendation:						
Motion to approve the Centralina Regional Council financial statements, compliance report, and audit report for the fiscal year ending June 30, 2021.						
Time Sensitivity: <i>(none or explain)</i>	Approval requested in order to finalize filing with the Federal Audit Clearinghouse.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	Click here to view the Financial Statements and Compliance Reports online.					



CENTRALINA

REGIONAL COUNCIL

Item 6



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Linda Miller	Presentation Time:	15 minutes			
Presenter at Meeting:	Sara Maloney	Phone	704-688-7037			
		Email:	smaloney@centralina.org			
Alternate Contact:	Luke Lowry	Phone	704-385-7556			
		Email:	lloewry@centralina.org			
Submitting Department:	Area Agency on Aging	Department Head	Linda Miller			

Description of Agenda Item:

Last month, the Centralina Board of Delegates learned about the Centralina Area Agency on Aging's project to help increase COVID-19 vaccinations for older adults in the region. This is a joint project between the Area Agency on Aging and Planning departments. In addition to using data and mapping to identify target areas in the region for outreach, the project team is conducting a survey to learn how best to support and build on community vaccine efforts. The project team would like to engage with the Executive Board on topics from the survey, including how best to reach out to older adults and what messages on this topic will be most successful in communities around the region.

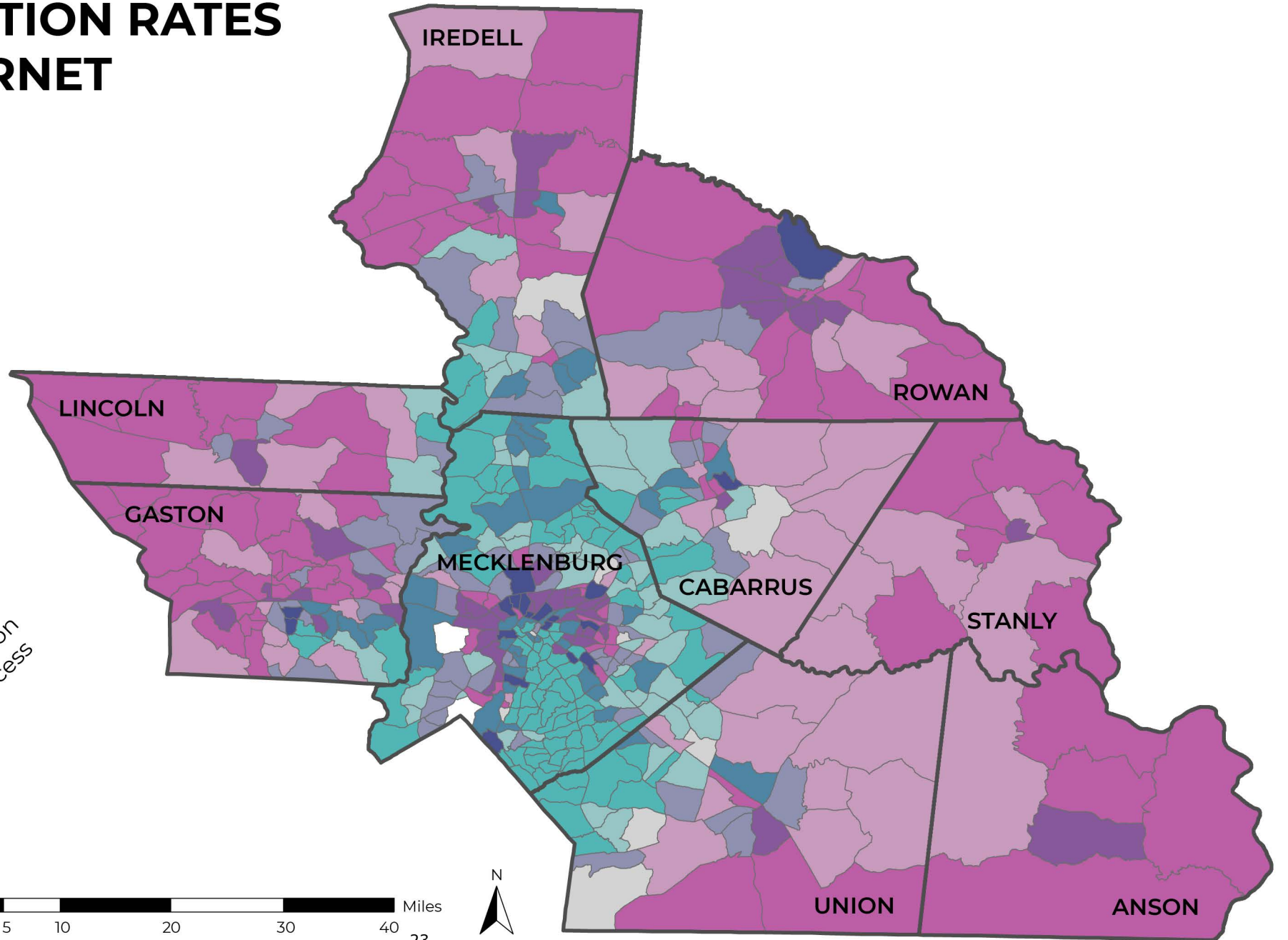
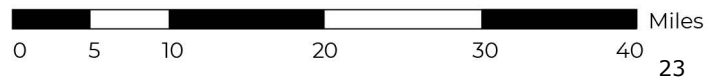
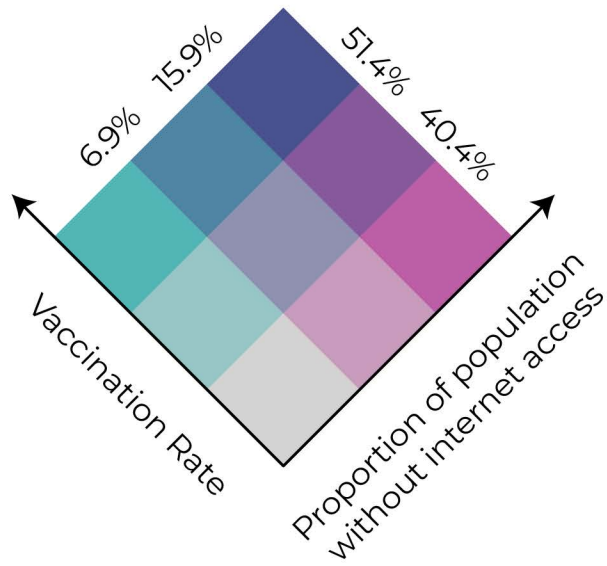
Background & Basis of Recommendations:

The Centers for Disease Control and Prevention, NC Department of Health and Human Services and Administration for Community Living have provided funding to help increase COVID-19 vaccinations among older adults across the county and our state. In our region, Centralina Area Agency on Aging is the recipient of these funds. Last month the Centralina Board of Delegates learned about this joint project between the Area Agency on Aging and Planning departments.

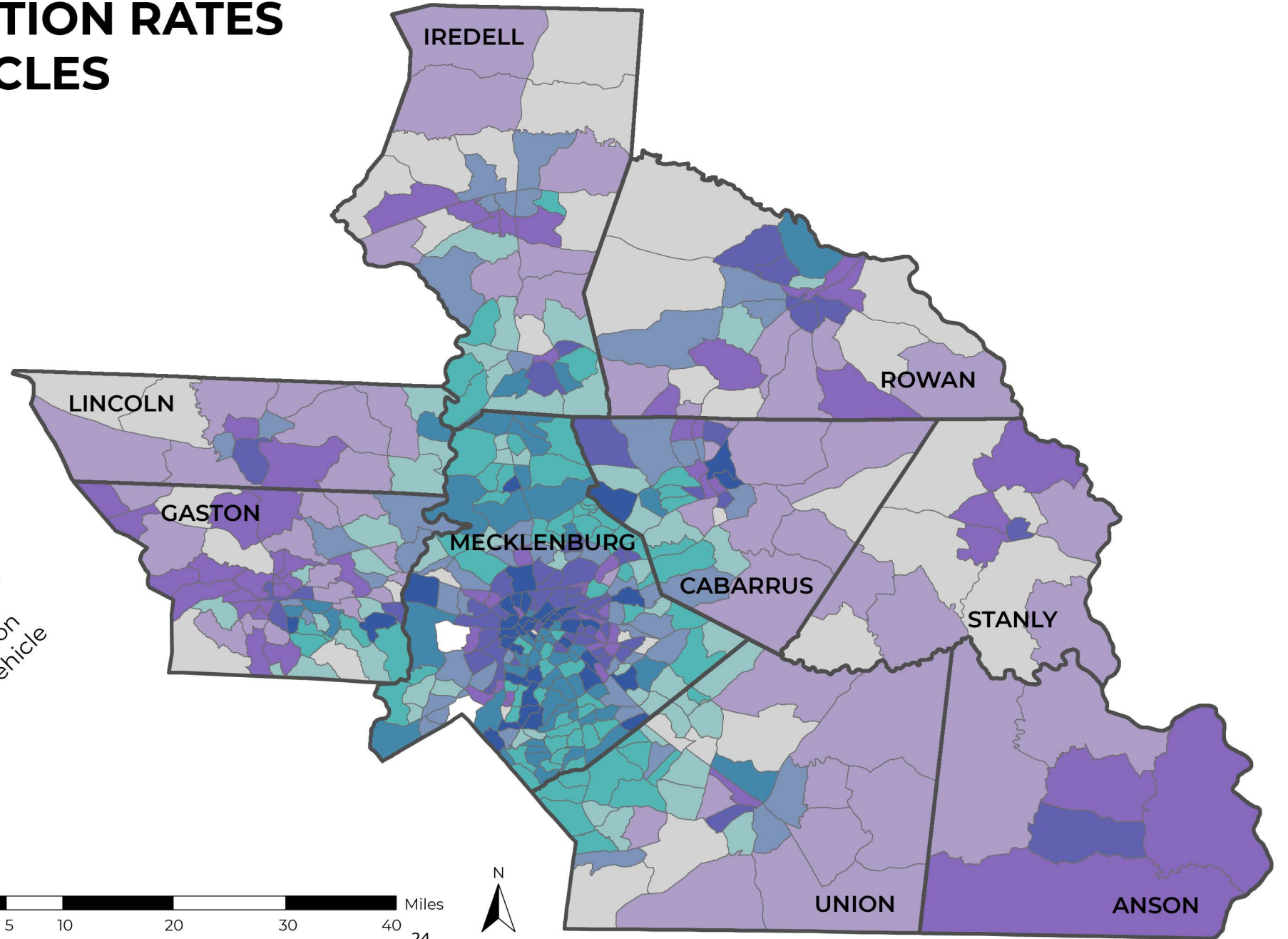
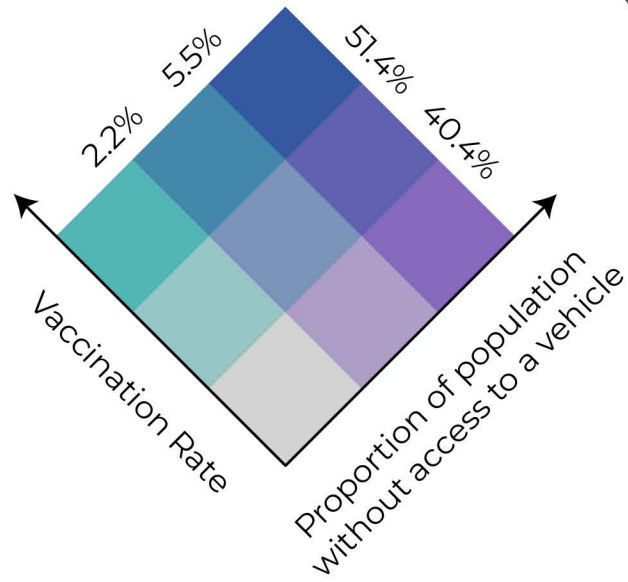
The project team has been utilizing data and mapping tools to identify critical areas for COVID-19 vaccine outreach. Several maps were reviewed at last month's Board meeting and are included in the agenda packet. The project also has several outreach activities underway that will be shared with the Board. In addition to these tools, the project team is conducting a survey to seek input from community stakeholders to provide project guidance on community needs, understanding existing programs and identifying potential partners for project assistance. Communities across the region have been working extremely hard to increase vaccination rates in older adults and the project team wants to learn from these experiences. As part of these efforts, the project team would like to engage the Centralina Executive Board in a short discussion about how best to reach out to older adults and what messages on this topic will be most successful in communities around the region. This input would be used in refining project outreach and messaging efforts. Additionally, the link to the project survey will be shared at the November 10th meeting so Executive Board members could help promote in their communities.

Requested Action / Recommendation:	
Receive as information.	
Time Sensitivity: <i>(none or explain)</i>	None
Budget Impact: <i>(none or explain)</i>	None
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • Map of COVID-19 Vaccination Rates and Access to the Internet • Map of COVID-19 Vaccination Rates and Access to Vehicles

COVID-19 VACCINATION RATES & ACCESS TO INTERNET



COVID-19 VACCINATION RATES & ACCESS TO VEHICLES





CENTRALINA

REGIONAL COUNCIL

Item 7



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Board will receive an update on state government engagement activities as part of Centralina's Raleigh Relations strategy. Chris Wall from EQV Strategic will also provide an update on the status of the state budget process.						
Background & Basis of Recommendations:						
In late 2020, Centralina began implementing its Raleigh Relations strategy to expand the organization's state government engagement and advocacy efforts. The strategy is focused on relationship-building, supporting the interests of COGs statewide through involvement in the NC Association of Regional Councils of Government, and raising awareness of issues specific to the Centralina region.						
Requested Action / Recommendation:						
Receive as information.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	None					



CENTRALINA

REGIONAL COUNCIL

Item 8

Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	15 minutes			
Presenter at Meeting:	Leslie Mazingo	Phone Number:	202-255-5760			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Leslie Mazingo, Strategics Consulting, will present a draft of Centralina's 2022 Federal Action Plan for the Executive Board's review.</p>						
Background & Basis of Recommendations:						
<p>Centralina's Federal Action Plan is a formalized and cohesive annual plan that addresses specific needs and desired policy outcomes. The Board's input helps define the plan's advocacy goals and performance metrics. The plan aligns with Centralina's regional priorities and champions the ability of councils of government to become eligible entities for competitively awarded federal grants.</p>						
Requested Action / Recommendation:						
<p>Receive as information and provide feedback on the 2022 draft Federal Action Plan.</p>						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	2022 Federal Action Plan Draft					

2022 FEDERAL ACTION PLAN

	AREA	ISSUE	REQUESTED ACTION	HOW THIS BENEFITS THE CENTRALINA REGION
1	CORONAVIRUS RESPONSE AND RECOVERY	Local governments are continuing to face ongoing struggles due to the pandemic.	<p>Ongoing federal financial assistance and program flexibility is critical for local government ability to meet the demands related to coronavirus response. For example:</p> <ul style="list-style-type: none"> • ARPA Local Relief Funding should receive additional flexibility to meet the challenges local governments continue to face during recovery. Specific opportunities include allowing for investments in infrastructure, community facilities and economic development activities that support long-term recovery and community resilience. • Flexibility to use other local data and indicators to demonstrate community distress instead of solely relying on the HUD Qualified Census Tract designation. • More funding and maximum flexibility is needed to support the Aging Network. <ul style="list-style-type: none"> ○ Especially for nutrition, transportation, caregiving issues and housing ○ Increase Older Americans Act funding for pandemic response • Funding to address impact on mental health for the general public, front-line workers, teachers, etc., as well as rising dropout rates occurring in the aftermath of the pandemic. 	Centralina region has the highest number of coronavirus cases in the State of North Carolina, and therefore will suffer through the most extreme financial challenges related to ongoing virus response and recovery efforts.

2	<p>APPROPRIATIONS – COMPETITIVE GRANTS ELIGIBILITY</p>	<p>Regional councils are not always explicitly eligible for competitive grants and direct funding from federal agencies</p>	<p>Amend definitions of local governments to include regional councils. Submit request for appropriations report language to the following Appropriations Subcommittees:</p> <ul style="list-style-type: none"> • Agriculture and Rural Development • Commerce, Justice, Science • Energy and Water • Interior, Environment, and Related Agencies • Labor, Health and Human Services • Transportation, Housing and Urban Development 	<p>Centralina can apply for and administer grants benefiting the region and member governments.</p>
3	<p>APPROPRIATIONS – FY23 FUNDING AGENCIES AND PROGRAMS</p>	<p>Retain current funding levels for certain federal agency programs that regional councils of governments and member communities rely on for crucial planning, implementation and service delivery activities.</p>	<p>Protect the following agencies and programs and <i>at least</i> maintain funding levels in FY23 budget:</p> <ul style="list-style-type: none"> • Aging Programs funded by Older Americans Act (HHS) <ul style="list-style-type: none"> ◦ Senior Community Service Employment Program as authorized by the Older Americans Act • Workforce Innovation and Opportunity Act (WIOA) Funds (DOL, ED, HHS) <ul style="list-style-type: none"> ◦ Apprenticeship programs to help cover costs for on the job training • Economic Development Administration (Commerce) • RAISE Transportation Grants (DOT) • Clean Cities alternative fuel deployment program (DOE) and the Diesel Emission Reduction Grants Program (EPA) • Rural Development Programs (USDA) • Community Development Block Grants (HUD) • HOME Program (HUD) Housing Choice Voucher Program (HUD) 	<p>Adequate funding for key programs and services directly supports:</p> <ul style="list-style-type: none"> -Centralina Area Agencies on Aging -Centralina Workforce Investment Board -Centralina Economic Development District -Centralina Clean Fuels Coalition

4	TRANSPORTATION	Reauthorization provides a number of new funding opportunities where regional councils should be recognized specifically for eligibility.	With the October 2021 adoption of the CONNECT Beyond Regional Mobility Plan, Centralina now has a blueprint for improving transportation choices and connections across a 12-county region. With over 180 recommendations for strategic investments in system design, programming and operations, it is imperative that new guidelines for discretionary federal grants include regional councils as eligible applicants.	Eligibility for funding programs will assist in implementation of regional priorities.
5	WORKFORCE DEVELOPMENT BOARDS AND REAUTHORIZATION OF THE WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)	The WIOA was signed into law in 2014, reauthorizing federal funding for workforce development activities through September 30, 2020.	Enact five-year reauthorization with continued investments in for low-income, youth and dislocated workers. Ensure that Workforce Development Boards are consulted during policy discussion and any potential changes to the Act and that the recommendations of the National Association of Workforce Boards are followed.	Centralina's Workforce Development Board partners with economic development, education and business interests to ensure the region competes well in a global economy with an exceptional workforce.
6	REAUTHORIZATION OF THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)	EDA is the only federal agency specifically dedicated to economic development. It has operated without authorization since 2008.	EDA is an important agency for supporting regional economic development policy, planning and investment. Specific aspects of the reauthorization can include: <ul style="list-style-type: none"> • Raise EDA's authorization level to \$3 billion. • Increase EDA funding for Partnership Planning and enhance scope of related activities. • Increase EDA funding for Public Works and enhance scope of related activities. • Create new EDA Capacity-Building Grant Program. 	Centralina Economic Development District is the region's conduit to EDA funding and manages the regional economic development strategy

			<ul style="list-style-type: none">• Reassess and reconstitute EDA's economic distress formula and consider reducing local match requirements permanently.• Amend original Public Works and Economic Development Act (PWEDA) to formally outline and designate EDA's significant role in post-disaster assistance.	
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STRATEGICS

For more information, contact Leslie Mazingo at (202) 255-5760 or leslie@strategics.consulting.

DRAFT



CENTRALINA

REGIONAL COUNCIL

Item 9



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	10 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Admin/Executive	Department Head Approval:				
Description of Agenda Item:						
The Executive Board is asked to approve the lease for office space located at 10735 David Taylor Drive, Resource Square 4.						
Background & Basis of Recommendations:						
The Executive Board approved the recommendation to move to a new location at the end of the current lease of Suite 100 at 9815 David Taylor Drive. In the weeks since the decision, Centralina staff and our brokers from Cushman and Wakefield have been negotiating lease terms with the landlord, CRS Office Center IV LLC. Centralina's legal counsel Shumaker, represented by attorney Jack Santaniello, have also reviewed and commented on draft versions of the lease and have signed off on the final draft. The lease terms are fairly standard for commercial leases and are favorable to Centralina.						
Requested Action / Recommendation:						
Motion to approve the lease agreement between Centralina Regional Council and CRS Office Center IV LLC as proposed.						
Time Sensitivity: <i>(none or explain)</i>	Timely lease execution is critical to the construction timeline at the new office space and Centralina's ability to vacate 9815 David Taylor Drive by March 31, 2022.					
Budget Impact: <i>(none or explain)</i>	Financial terms outlined in the lease are consistent with what the Executive Board approved on September 8 th . The upfit for the office space to builder's grade finishes will be paid for by the landlord. The required security deposit is \$34,239.35 and is budgeted.					
Attachments: <i>(none or list)</i>	A draft lease agreement is attached. Items marked as track changes are still being negotiated as of 11/3/21. A final lease will be sent before 11/10/21.					

AS OF 11/3/21. ITEMS IN TRACK CHANGES ARE STILL BEING NEGOTIATED AND FINALIZED BY THE PARTIES

OFFICE LEASE

1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS

1.01 BASIC LEASE PROVISIONS

A. BUILDING ADDRESS:

10735 David Taylor Drive
Charlotte, North Carolina 28262

B. LANDLORD AND ADDRESS:

CRS OFFICE CENTER IV LLC, a Florida limited liability company
2970 Clairmont Road, Suite 140
Brookhaven, Georgia 30329
Attention: Matt Stewart

C. TENANT AND CURRENT NOTICE ADDRESS:

CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a. Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina
9815 David Taylor Drive, Suite 100
Charlotte, North Carolina 28262
Attention: _____

D. DATE OF LEASE: _____, 2021

E. LEASE TERM: Ninety-one (91) months, subject to the renewal option set forth in Exhibit E attached hereto.

F. COMMENCEMENT DATE OF TERM: April 1, 2022.

G. EXPIRATION DATE OF TERM: The date that is ninety-one (91) months following the Commencement Date, provided, however, that in the event the Commencement Date occurs on a date other than the first (1st) day of a month, then the Lease shall expire on the last day of the month in which the Expiration Date would otherwise occur.

H. BASE RENT: Base Rent shall be due and payable by Tenant at the rates set forth below:

Months of Term	Base Rent per RSF	Monthly Base Rent
1	\$0.00	\$0.00
2-12	\$25.50	\$28,804.38
13	\$0.00	\$0.00
14-24	\$26.14	\$29,524.48

25	\$0.00	\$0.00
26-36	\$26.79	\$30,262.60
37	\$0.00	\$0.00
38-48	\$27.46	\$31,019.16
49	\$0.00	\$0.00
50-60	\$28.15	\$31,794.64
61	\$0.00	\$0.00
62-72	\$28.85	\$32,589.51
73	\$0.00	\$0.00
74-84	\$29.57	\$33,404.24
85-91	\$30.31	\$34,239.35

* In the event the Commencement Date occurs on a date other than the first (1st) day of a month, then Month 1 of the above chart shall be deemed to occur on the first (1st) day of the month following the Commencement Date.

- I. RENTABLE AREA OF THE PREMISES: For the purposes of this Lease, the “**Rentable Area of the Premises**” is deemed to be 13,555 rentable square feet.
- J. SECURITY DEPOSIT: \$34,239.35.
- K. SUITE: 250
- L. TENANT’S BROKER: Cushman & Wakefield U.S., Inc..
- M. TENANT’S PROPORTIONATE SHARE: For the purposes of this Lease, the “**Tenant’s Proportionate Share**” is deemed to be 8.88%.
- N. TENANT’S PROPORTIONATE SHARE OF INCREASES IN OPERATING COSTS: For the purposes of this Lease, “**Tenant’s Proportionate Share of Increases in Operating Costs**” means Increases in Operating Costs, as defined in Section 22.01 below, multiplied by Tenant’s Proportionate Share.
- O. RENTABLE SQUARE FOOTAGE OF THE BUILDING: For the purposes of this Lease, the “**Rentable Square Footage of the Building**” is deemed to be 152,659 rentable square feet.

1.02 DEFINED TERMS

The capitalized terms below as used in this Lease, unless defined elsewhere in this Lease, shall have the following definitions.

“**Adjustment Date**” means the Adjustment Date, as defined in Section 22.01A.

“**Adjustment Year**” means the Adjustment Year, as defined in Section 22.01B

“**Base Rent**” means the Base Rent, as defined in Section 2.03.

“**Base Year**” means the Base Year, as defined in Section 22.01H.

“**Business Hours**” means the Business Hours, as defined in Section 5.01.

“**Building**” means the Building, as defined in Section 2.01.

“**Commencement Date**” means the Commencement Date, as defined in Section 2.02.

“**Common Areas**” means the Common Areas, as defined in Section 5.01.

“**Complex**” means the Complex, as defined in Section 2.01.

“**Controllable Operating Costs**” means Controllable Operating Costs, as defined in Section 22.01.

“**Effective Date**” means the Date of Lease, as defined in Section 1.01D.

“**Expiration Date**” means the Expiration Date, as defined in Section 2.02.

“**Hazardous Materials**” means the Hazardous Materials, as defined in Section 22.02.

“**Increases in Operating Costs**” means the Increases in Operating Costs, as defined in Section 22.01F.

“**Land**” means the Land, as defined in Section 2.01.

“**Landlord**” means the Landlord identified in Section 1.01B.

“**Lease**” means the Lease, as defined in Section 2.01.

“**Manager**” means the Landlord’s building manager (currently Foundry Commercial).

“**New Premises**” means the New Premises, as defined in Section 21.

“**Operating Costs**” means the Operating Costs, as defined in Section 22.01C.

“**Premises**” means the Premises, as defined in Section 2.01.

“**Projections**” means the Projections, as defined in Section 22.03.

“**Rent**” means the Rent, as defined in Section 2.03.

“**Rentable Area of the Premises**” means the Rentable Area of the Premises, as defined in Section 1.01I.

“**Rentable Square Footage of the Building**” means Rentable Square Footage of the Building, as defined in Section 1.01O.

“**Taxes**” means the Taxes, as defined in Section 22.01G.

“**Tenant**” means the Tenant identified in Section 1.01C.

“**Tenant’s Proportionate Share**” means the Tenant’s Proportional Share, as defined in Section 1.01M and Section 22.01E.

“**Tenant’s Proportionate Share of Increases in Operating Costs**” means the Tenant’s Proportionate Share of Increases in Operating Costs, as defined in Section 1.01N.

“**Term**” means the Term, as defined in Section 2.01.

“**Work**” mean Work, as defined in Section 1 of Exhibit C.

1.03 IDENTIFICATION OF EXHIBITS

The exhibits set forth below and attached to this Lease are incorporated in this Lease by this reference:

- EXHIBIT A - Plan of Premises
- EXHIBIT A-1 - Legal Description of the Land on which the Building is Located
- EXHIBIT B - Rules and Regulations
- EXHIBIT C - Work Letter
- EXHIBIT D - Form Commencement Date Certificate
- EXHIBIT E - Renewal Term
- EXHIBIT F - First Refusal Space
- EXHIBIT G - Scope of Work – General Cleaning Specifications
- EXHIBIT H - Nondisturbance, Subordination and Attornment Agreement
- EXHIBIT I - Memorandum of Lease

2. PREMISES AND TERM

2.01 LEASE OF PREMISES

Pursuant to this Office Lease (the “**Lease**”), Landlord leases to Tenant and Tenant leases from Landlord the premises (“**Premises**”) shown on Exhibit A attached hereto, which are or will be contained in the office building (“**Building**”) located at the address stated in Section 1.01A above, which Building is located on the land (“**Land**”) described in Exhibit A-1 attached hereto, upon the following terms and conditions. For purposes of this Lease, “**Complex**” shall mean the Land, building and improvements, including the Common Areas (hereinafter defined), associated with the Building and located on the Land.

2.02 TERM

The term of this Lease (“**Term**”) shall commence on the date (“**Commencement Date**”) stated in Section 1.01F above. The Term shall expire on the date (“**Expiration Date**”) stated in Section 1.01G, unless sooner terminated as otherwise provided in this Lease and subject to the renewal option set forth in Exhibit E attached hereto. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as Exhibit C.

Tenant shall have the right to enter the Premises forty-five (45) days prior to the Commencement Date to install trade fixtures, equipment, network and data cabling, furnishings and the like and to otherwise prepare the Premises for occupancy, which right shall expressly exclude making any structural modifications. During any entry prior to the Commencement Date (a) Tenant shall comply with all terms

and conditions of this Lease other than the obligation to pay Rent, (b) Tenant shall cause its personnel and contractors to comply with the terms and conditions of Landlord's rules of conduct and shall not interfere with the Work, and (c) Tenant shall not begin operation of its business in the Premises. Tenant acknowledges that Tenant shall be responsible for obtaining all applicable permits and inspections relating to any such early entry by Tenant.

2.03 RE-MEASUREMENT

Tenant agrees that the Rentable Area of the Premises and Base Rent may be recalculated by Landlord in the event that Landlord elects, in its sole discretion, to re-measure the Premises, provided such re-measurement occurs within sixty (60) days after the landlord's work has been completed and the Premises is turned over to the Tenant at any time hereafter, and it is determined that the Rentable Area of the Premises differs from that set forth herein. In the event Landlord elects to so re-measure the Premises, the annual Base Rent shall be recalculated by multiplying the then applicable annual Base Rent by the re-measured Rentable Area of the Premises. The Base Rent to be paid monthly shall be then calculated by dividing the recalculated annual Base Rent by twelve (12). In addition, Tenant's Proportionate Share shall be recalculated by Landlord in the event Rentable Area of the Premises and/or the Rentable Square Footage of the Building differ from those set forth herein. At such time, the parties shall enter into an amendment to this Lease setting forth the re-measured square footage in the Rentable Area of the Premises and/or the Rentable Square Footage of the Building, the adjusted annual and monthly Base Rent under this Lease, and the adjusted Tenant's Proportionate Share.

3. RENT

Tenant agrees to pay to Landlord by Electronic Funds Transfer, or at such other place designated by Landlord by notice to Tenant from time to time, base rent at the rates stated in Section 1.01H above ("**Base Rent**"), together with all other Rent, as defined below. Base Rent shall be paid monthly in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord on the date that Tenant executes this Lease. Rent shall be deemed paid when received by Landlord, and actually collected and credited to Landlord as good, immediately available funds. In the event the Commencement Date occurs on a date other than the first (1st) day of a month, then Base Rent for such month shall be prorated for such partial month and paid to Landlord on the Commencement Date. All charges, costs and sums required to be paid by Tenant to Landlord under this Lease, in addition to Base Rent, including without limitation Tenant's Proportionate Share of Increases in Operating Costs, shall be considered additional rent, and Base Rent and additional rent is collectively called "**Rent**". Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. All Rent shall be paid without any prior notice or demand and without any deduction whatsoever. Notwithstanding anything to the contrary herein, Tenant shall be responsible for, and shall pay with each payment of rent hereunder or upon demand by Landlord, any and all rent, sales, use and other taxes imposed upon, measured by or charged to Landlord on the rent payable by Tenant under this Lease (other than general income taxes).

4. SECURITY DEPOSIT

As security for the performance of its obligations under this Lease, Tenant upon its execution of this Lease has paid to Landlord a security deposit ("Security Deposit") in the amount stated in Section 1.01J above. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Landlord shall not pay any interest on the Security Deposit. Within thirty (30) days after the Expiration Date, Landlord shall return to Tenant the balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a

measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense to any action which Landlord may at any time commence against Tenant.

5. SERVICES

5.01 LANDLORD'S GENERAL SERVICES

Landlord shall provide the following services:

(1) heat and air-conditioning in the Premises, Monday through ~~Friday~~ from 8:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m., excluding national holidays ("**Business Hours**"), to the extent necessary for the comfortable occupancy of the Premises under normal business operations (subject, however, to applicable legal requirements and restrictions) and in the absence of the use of computers, equipment or devices belonging to Tenant which increase the temperature that would otherwise be maintained in the Premises (Tenant being responsible for any supplemental cooling required due to such devices); (2) city water from the regular Building fixtures for drinking, lavatory and toilet purposes only; (3) customary cleaning and janitorial services in the Premises Monday through Friday, excluding national holidays, as set forth on Exhibit G; (4) customary cleaning, mowing, groundskeeping and trash removal in the "**Common Areas**" (hereinafter defined); (5) adequate passenger elevator service in common with other tenants of the Building; and (6) electricity for normal business usage during Business Hours. Additional capacity or usage shall be provided at option of Landlord (reasonably exercised) and at the sole cost of Tenant.

5.02 ADDITIONAL AND AFTER-HOURS SERVICES

If Landlord agrees to furnish services or utilities requested by Tenant in addition to those listed in Section 5.01 or at times other than those stated in Section 5.01, Tenant shall pay to Landlord the prevailing charges for such services and utilities, within ten (10) days after billing as additional Rent (the initial rate for after hours HVAC service to be \$35.00 per hour, provided that there shall be a two-hour minimum on any after-hours HVAC service), such price not to be increased during the initial Term of the Lease. If Tenant fails to make any such payment, Landlord may, without notice to Tenant and in addition to Landlord's other remedies under this Lease, discontinue any or all of such additional or after-hours services. No such discontinuance of any service shall result in any liability of Landlord to Tenant or be considered an eviction or a disturbance of Tenant's use of the Premises. Without limiting the foregoing, if Tenant operates its business in the Premises outside of Business Hours, Landlord reserves the right to require that Tenant pay Landlord the prevailing charges for electricity usage by Tenant in the Premises outside Business Hours based on an electricity usage survey to be performed by Landlord, at Tenant's cost.

5.03 FAILURE TO FURNISH SERVICES

Landlord shall not be obligated to furnish any services or utilities, other than those stated in Section 5.01 above. Landlord shall not be liable to Tenant for any failure to furnish or delay in furnishing any of the services described in Section 5.01, and Tenant hereby waives any such liability of Landlord. No failure or delay shall be considered to be an eviction or disturbance of Tenant's use or possession of the Premises.

5.04 COMMUNICATIONS

Tenant shall make arrangements directly with service providers for telephone, data and other communications services in the Premises desired by Tenant. Tenant shall pay for all such services used or consumed in the Premises, including the cost of installation, maintenance and replacement of any items. Any such work shall be subject to the requirements of Article 10 below.

6. POSSESSION, USE AND ENJOYMENT

6.01 POSSESSION AND USE OF PREMISES

Subject to Tenant's early occupancy rights set forth in Section 2.02 of this Lease, Tenant shall be entitled to possession of the Premises upon the execution of this Lease. Tenant shall occupy and use the Premises for office purposes only. Tenant shall not occupy or use the Premises or permit the use -or occupancy of the Premises for any purpose or in any manner which: (1) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule; (2) may be dangerous to persons or property; (3) may invalidate or increase the amount of premiums for any policy of insurance affecting the Building or the Complex, and if any additional amounts of insurance premiums are so incurred, Tenant shall pay to Landlord the additional amounts on demand and such payment shall not authorize such use; (4) may create a nuisance, disturb any other tenant of the Building or the Complex or the occupants of neighboring property or injure the reputation of the Building or the Complex; or (5) violates the Rules and Regulations of the Building or any restrictions of record. Tenant has the right, at Tenant's sole cost and expense, to install security and entry devices on the exterior of the Premises in order to monitor and restrict access to the Premises, so long as Landlord as access to the Premises in the event of an emergency or after giving prior notice to the Tenant as provided herein. The installation of such security and entry devices shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

6.02 COMMON AREAS

A. For purposes of this Lease "**Common Areas**" shall mean all areas, improvements, space, equipment and special services in or at the Complex provided by Landlord for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation garage access roads, driveways, entrances and exits, landscaped areas, loading docks, pedestrian walk-ways, stairs, sidewalks, hallways, lobbies and elevators. During the Lease Term (excluding any Renewal Period), Tenant will have the right and ability to use without the payment of any reservation fee ~~(but subject to the payment of other fees associated therewith, including but not limited to cleaning fees)~~ the amenity center to be constructed by Landlord at Four Resource Square. ~~Notwithstanding the foregoing, Landlord may require payment of a reservation fee in connection with Tenant's requested exclusive use of the entire amenity center.~~

Commented [SJ1]: Cleaning fees for general tenant use should be included in CAM charges.

Commented [SJ2]: Not acceptable – the amenity center was a selling point for the tenant in selecting this space.

B. Provided Tenant is not in default under this Lease, Tenant shall be entitled to use, in common with others entitled thereto, the Common Areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord. If the size or configuration of the Common Areas is diminished or altered, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution or alteration of the Common Areas be considered a constructive or actual eviction.

7. CONDITION OF PREMISES

Upon take possession of the Premises, Tenant shall be conclusively presumed to have accepted the Premises in the condition existing on such date, and to have waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises, the Building, the Common Areas or the Complex and no representation regarding the condition of the Premises, the Building, the Common Areas or the Complex has been made by or on behalf of Landlord to Tenant, except as stated in this Lease.

8. ASSIGNMENT AND SUBLETTING

8.01 ASSIGNMENT AND SUBLETTING

Except in connection with a Permitted Transfer (defined in Section 8.04), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under Section 8.02. If the entity which controls the voting shares/rights of Tenant changes at any time, such change of ownership or control shall constitute a Transfer unless Tenant is an entity whose outstanding stock is listed on a recognized securities exchange or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed. Any attempted Transfer in violation of this Section is voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease. In the event that Landlord fails to respond to Tenant's written request for the approval of a Transfer within thirty (30) days following such request, ~~Tenant may send a second written request for approval. If Landlord fails to respond to such second written request within fifteen (15) days, Landlord shall be deemed to have approved the Transfer.~~

Commented [SJ3]: 30 days is more than sufficient for due diligence into a possible assignee.

The parties agree that, among other circumstances for which Landlord may reasonably withhold its consent to an assignment or sublease, it shall be reasonable for Landlord to withhold its consent where any one or more of the following facts apply, among other factors, as reasonably determined by Landlord: (i) the assignment or subletting would materially increase the operating costs for the Building or the burden on Building services, or materially increase security concerns in the Building; (ii) the space will be used for a use other than general office purposes where the Premises are not regularly visited by the public (for example only, the use of the Premises as; as a school; and/or as a medical or dental office); (iii) the proposed assignee or subtenant is a current tenant of the Building or a prospective tenant of the Building with whom Landlord has actively negotiated in the previous ninety (90) days and would thereby vacate its current space or not lease additional space or would thereby discontinue its negotiations with Landlord (unless the Landlord is unable to fulfill the bona-fide space needs of such prospect or entity with comparable space for a comparable term); (iv) Landlord reasonably disapproves of the proposed assignee or subtenant's credit or reputation, in the context of the obligation to be undertaken; (v) Landlord reasonably determines that the character of the business that would be conducted by the proposed assignee or subtenant at the Premises, or the manner of conducting such business, would be materially inconsistent with the character of the Building; (vi) the proposed assignee or subtenant is an entity or related to any entity with whom Landlord or any affiliate of Landlord has had adverse dealings or that has failed to perform an agreement with Landlord in any material respect; and/or (vii) the assignment or subletting shall conflict with any exclusive uses granted to other tenants of the Building (all of which Landlord will disclose to Tenant within ten (10) days after receiving Tenant's written request), or with the terms of any easement, covenant, condition or restriction, or other agreement affecting the Land.

8.02 FINANCIAL STATEMENTS OF PROPOSED TRANSFEREE

Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) in the event of an assignment of this Lease or subletting of more than 20% of the Rentable Area of the Premises for more than 50% of the remaining Term (excluding unexercised options), recapture the portion of the Premises that Tenant is proposing to Transfer. In the event that Landlord exercises such recapture right, Tenant may withdraw its Transfer request and Landlord's recapture right shall terminate

with respect to the requested Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. Tenant shall pay Landlord a review fee of \$2,500.00 for Landlord's review of any Permitted Transfer or requested Transfer (which shall include Landlord's attorneys' fees in connection therewith); ~~provided that no limitation on the review fee shall apply to any Permitted Transfer or requested Transfer where amendments or other revisions to this Lease are requested.~~

Commented [SJ4]: \$2500 is sufficient to cover all fees associated with a review of the proposed transfer – not agreeable to an open checkbook.

8.03 EXCESS RENT PAYMENTS

Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within 30 days after Tenant's receipt of the excess. Tenant may deduct from the excess, on a straight-line basis over the term of the Transfer, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer, including but not limited to tenant improvement allowances, brokerage commissions and attorneys' fees. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

8.04 PERMITTED TRANSFER

Tenant may assign this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization (an "**Ownership Change**") or assign this Lease or sublet all or a portion of the Premises to an Affiliate without the consent of Landlord, provided that all of the following conditions are satisfied (a "**Permitted Transfer**"): (a) Tenant is not in Default; (b) in the event of an Ownership Change, Tenant's successor shall own substantially all of the assets of Tenant and have a net worth which is at least equal to Tenant's net worth as of the day prior to the proposed Ownership Change; (c) the Permitted Use does not allow the Premises to be used for retail purposes; (d) Tenant shall give Landlord written notice at least 15 Business Days prior to the effective date of the Permitted Transfer and (e) Tenant's successor's use of the Premises does not violate any then-existing exclusive use applicable to the Land. Tenant's notice to Landlord shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. "**Affiliate**" shall mean an entity controlled by, in control of or under common control with Tenant.

9. MAINTENANCE

9.01 LANDLORD'S MAINTENANCE

Subject to Article 15 below, Landlord shall maintain and make necessary repairs to the structural elements and exterior windows of the Building and the Common Areas, and the elevator, electrical, plumbing, heating, ventilation and air conditioning systems of the Building and the Common Areas, except that:

A. Landlord shall not be responsible for the maintenance, repair or replacement of any such systems which are supplemental or special to the Building's standard systems, or floor or wall coverings in the Premises, all of which shall be maintained and repaired by Tenant; and

B. the cost of performing any of said maintenance or repairs caused by the negligence or intentional misconduct of Tenant, its employees, agents, servants, licensees, subtenants, contractors or

invitees, or the failure of Tenant to perform its obligations under this Lease shall be paid by Tenant, except to the extent of insurance proceeds if any, actually collected by Landlord with regard to the damage necessitating such repairs.

9.02 TENANT'S MAINTENANCE

Tenant, at its expense, shall keep and maintain the Premises, including all portions thereof and property and improvements therein that are not maintained by Landlord under the terms of Section 9.01 above, in good order, condition and repair and in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules, and all requirements of this Lease.

9.03 MAINTENANCE OF COMMON AREAS

The Common Areas shall be subject to the control, management, operation and maintenance of Landlord. Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to the Common Areas. Tenant agrees to comply with such rules and regulations, to cause its officers, agents, contractors and employees to so comply and to use its best efforts to cause its customers, invitees, concessionaires, suppliers, and licensees to so comply. Landlord shall have the right to construct, maintain and operate lighting and other facilities in and on the Common Areas; to grant third parties temporary rights of use thereof; from time to time to change the area, level, location or arrangement of parking areas and other facilities located in the Common Areas; to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be legally sufficient to prevent a dedication thereof or accrual of any rights to any person or the public therein; to close temporarily all or any part of the parking areas or parking facilities; and to do and perform such other acts in and to the Common Areas as, in the exercise of good business judgment, Landlord shall determine to be advisable. Landlord will operate and maintain the Common Areas in such manner as Landlord, in its sole discretion, shall determine from time to time. Landlord is solely responsible and ensuring that the Common Areas are in compliance with Americans with Disabilities Act and maintaining the Common Areas so as not to be in violation of the Americans with Disabilities Act.

10. ALTERATIONS AND IMPROVEMENTS

10.01 TENANT'S ALTERATIONS

Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld with respect to nonstructural alterations that are not visible outside the Premises and do not affect Building systems), make or cause to be made any alterations, improvements, additions or installations in or to the Premises. If Landlord so consents, before commencement of any such work or delivery of any materials into the Premises or the Building, Tenant shall furnish to Landlord for approval, architectural plans and specifications, names and addresses of all contractors, subcontractors, contracts, necessary permits and licenses, certificates of insurance and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form and amount as may be satisfactory to Landlord. In addition, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord of Tenant's ability to pay for such work and materials in full, and, if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. Tenant agrees to indemnify, defend and hold harmless Landlord, the Manager and their respective agents and employees from and against any and all claims, liabilities, damages, losses and costs (including attorneys' fees) of every kind, nature and description which may arise out of or in any way be connected with such work. All such work shall be done only by contractors or

mechanics approved by Landlord and at such time and in such manner as Landlord may from time to time designate. Tenant shall pay the cost of all such work. Upon completion of such work, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended. All such work shall be in compliance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules, and all requirements of applicable insurance companies, and if any such work requires alteration of or improvements to the Complex, Tenant shall pay for the cost of such alterations or improvements upon billing by Landlord as additional Rent. All such work shall be done in a good and workmanlike manner and with the use of good grades of materials including fire protection grades equivalent with those of the Building. Tenant shall permit Landlord or its agents, if Landlord so desires, to supervise construction operations in connection with such work; provided, however, that such supervision or right to supervise by Landlord and the approval or disapproval of the plans and specifications for such work in any situation shall not constitute any warranty by Landlord to Tenant of the adequacy of the design, workmanship or quality of such work or materials for Tenant's intended use or impose any liability upon Landlord in connection with the performance of such work. All alterations improvements, additions and installations to or on the Premises shall (subject to Article 13) become part of the Premises at the time of their installation and shall remain in the Premises at the expiration or termination of this Lease or termination of Tenant's right to possession of the Premises, without compensation or credit to Tenant.

Notwithstanding anything contained in Section 10.01, Tenant shall be permitted to make any alteration or modification to the Premises without Landlord's prior written consent so long as such alterations or modifications do not (a) cost more than Twenty Thousand Dollars (\$20,000.00) in the aggregate or (b) affect the structural, electrical, mechanical or life safety systems of the Building.

10.02 LIENS

Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Complex, the Building, the Premises, or any part of such property arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. With respect to any such work, Tenant or its general contractor shall file or caused to be filed an appointment of a mechanic's lien agent as and when required by applicable legal requirements and post notice thereof at the Premises, all in accordance with N.C.G.S. §44A-11.1 and §44A-11.2. If any lien or claim for lien is filed, Tenant shall within five (5) days after such filing either have such lien or claim for lien released of record or shall deliver to Landlord a bond or other security in form, content, amount, and issued by a company satisfactory to Landlord indemnifying Landlord, Manager and others designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

11. WAIVER OF CLAIMS AND INDEMNITY

11.01 WAIVER

To the full extent permitted by law, Tenant hereby releases and waives all claims against Landlord, the Manager and their respective agents and employees for injury or damage to person, property or business sustained in or about the Complex, the Building or the Premises by Tenant, or its employees, agents, contractors, invitees, visitors, licensees or subtenants, other than damage caused by the gross negligence of Landlord, the Manager or their respective agents or employees.

11.02 INDEMNIFICATION

A. Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the Manager and their respective agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees and court costs), including those arising from any injury or damage to any person (including death), property or business (a) sustained in or about the Premises, except if the injury or damages were sustained as a result of the grossly negligent conduct or act of Landlord, the Manager or their respective agents or employees while in the Premises, (b) resulting from the occupancy or use by Tenant, or its employees, agents, contractors, invitees, visitors, licensees or subtenants, of the Premises or Complex, (c) resulting from the negligence or willful misconduct of Tenant, its employees, agents, contractors, invitees, visitors, licensees or subtenants, or (d) resulting from the failure of Tenant to perform its obligations under this Lease; provided, however, Tenant's obligations under this section shall not apply to injury or damage resulting from the gross negligence or willful misconduct of Landlord, the Manager or their respective agents or employees. With respect to the obligations of Tenant pursuant to this Section 11.02A, Tenant's insurance shall be primary and noncontributory with regard to the Premises and Tenant's operations.

B. Landlord agrees to indemnify, protect, defend and hold harmless Tenant, and its agents and employees, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees and court costs), arising from any injury or damage to any person (including death), property or business sustained in or about the Common Areas of the Building and resulting from the gross negligence and willful misconduct of Landlord, its employees or agents; provided, however, Landlord's obligations under this section shall not apply to injury or damage resulting from the negligence or willful misconduct of Tenant, or its employees, agents, contractors, invitees, visitors, licensees or subtenants.

C. If either party receives notice of a claim that is subject to indemnification under this Section 11.02, the indemnified party shall give notice to the indemnifying party as soon as reasonably practical. The indemnified party shall permit the indemnifying party, at its expense, to assume the defense of any such claim by counsel selected by the indemnifying party and reasonably satisfactory to the indemnified party, and to settle or otherwise dispose of the same; provided, however, that the indemnified party shall have the right to participate in such defense at its expense. Notwithstanding the foregoing, the indemnifying party shall not, without the prior written consent of the indemnified party, consent to the entry to any judgment, or enter into any settlement, unless such judgment or settlement provides only for the payment of money damages by the indemnifying party, and unless such judgment or settlement includes a release by the claimant or plaintiff of the indemnified party and its affiliates. If the indemnifying party fails to undertake a defense within thirty (30) days after notice from the indemnified party, then the indemnified party shall have the right to undertake the defense of, and, compromise or settle such liability or claim on behalf of, and for the account of, the indemnifying party.

D. The indemnification obligations of the parties under this Section 11.02 shall survive the expiration or earlier termination of the Lease Term with respect to any occurrences before the effective date of such expiration or termination.

11.03 WAIVER OF SUBROGATION

Notwithstanding such waiver and indemnification or anything else to the contrary contained in this Lease:

A. Tenant shall not be responsible or liable to Landlord for any damage incurred by Landlord to the extent covered by the proceeds of property insurance obtained and maintained by Landlord in

connection with the Building. Landlord shall request that its policy or policies of property insurance to contain waivers of subrogation for the benefit of Tenant.

B. Landlord and the Manager shall not be responsible or liable to Tenant for any damage incurred by Tenant to the extent covered by property and other insurance required to be obtained and maintained by Tenant with respect to the Premises and its use and occupancy thereof (whether or not such property and other insurance is actually obtained or maintained) and the proceeds of such other insurance as is obtained and maintained by Tenant with respect to the Premises and to its use and occupancy thereof. Tenant shall provide Landlord with confirmation that waivers of subrogation have been effected by its insurers for the benefit of Landlord and Manager, such confirmation and waivers to be in form satisfactory to Landlord.

12. EVENT OF DEFAULT

12.01 EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant under this Lease: (1) Tenant fails to pay any installment of Rent when due; (2) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within ~~thirty~~ (30) days after written notice to Tenant, provided, however, if Tenant's failure to comply cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time (not to exceed sixty (60) additional days) as is reasonably necessary to cure the failure so long as Tenant begins the cure in good faith within thirty (30) days and thereafter diligently pursues the cure to completion; (3) the interest of Tenant in this Lease is levied upon under execution or other legal process; (4) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify Tenant's debts, or any petition is filed or other action taken to reorganize or modify Tenant's capital structure or upon the dissolution of Tenant; (5) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors; or (6) a receiver is appointed for Tenant or Tenant's property. Notwithstanding the foregoing, if Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on two (2) separate occasions during any 12 month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable default by Tenant.

12.02 LANDLORD'S REMEDIES

Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

A. Terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), and all amounts due from any guarantor under any guaranty of this Lease.

B. Terminate Tenant's right of possession of the Premises without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. For purposes of such reletting, Landlord is authorized to redecorate, repair, alter and improve the Premises to the extent necessary, as determined by Landlord. Until Landlord does relet the Premises, Tenant shall pay Landlord monthly on the first day of each month during the period that Tenant's right of possession is

terminated, a sum equal to the amount of Rent due under this Lease for such month. If and when the Premises are relet and a sufficient sum is not realized from such reletting after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) to satisfy the payment of Rent due under this Lease for any month, Tenant shall pay Landlord any such deficiency monthly upon demand. Tenant agrees that Landlord may file suit to recover any sums due to Landlord under this section from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord. If Landlord elects to terminate Tenant's right to possession only without terminating this Lease, Landlord may, at its option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof, as stated in Article 13; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease.

C. Landlord shall have the right to pursue a specific performance action against Tenant, and shall be entitled to specific performance by Tenant of any and all obligations of Tenant under this Lease.

D. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under the Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that the trustee in bankruptcy shall determine within sixty (60) days after commencement of the case, whether to assume or reject this Lease.

E. In all events, Landlord has a duty to mitigate its damages and losses in the event of a default by Tenant under the terms of this Lease as required by applicable law.

12.03 ATTORNEYS' FEES

Tenant shall pay, as additional Rent, upon demand, all costs and expenses, including reasonable attorneys' fees, actually incurred by Landlord in enforcing Tenant's obligations under this Lease or resulting from Tenant's default under this Lease.

13. SURRENDER OF PREMISES

Upon the expiration or termination of this Lease or termination of Tenant's right of possession of the Premises, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear excepted. Upon any such expiration or termination, Tenant shall remove from the Premises all unattached and movable trade fixtures and personal property of Tenant that were paid for by Tenant without credit or compensation from Landlord, provided Tenant immediately shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition. In the event possession of the Premises is not immediately delivered to Landlord or if Tenant shall fail to remove any unattached and movable trade fixtures or personal property which Tenant is obligated to remove, Landlord may remove same without any liability to Tenant and at Tenant's cost (which shall be paid by Tenant on demand by Landlord). Any movable trade fixtures and personal property that Tenant does not remove from the Premises upon the vacancy of the Premises shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit, and Landlord may, at its option and at Tenant's expense store and/or dispose of such property. Without limiting the foregoing, Tenant shall, at Tenant's expense, upon expiration of the Term or earlier termination of the Lease, remove all cabling installed in the Premises by or at the request of Tenant. If Tenant fails to promptly remove such cabling, Landlord may remove it, and Tenant shall reimburse Landlord for the cost of such work on demand, such obligation to survive expiration

or termination of this Lease. Notwithstanding anything in this Lease to the contrary, if Tenant has not performed its obligations under this paragraph on or before the date of expiration of the Term, or any earlier termination of this Lease or Tenant's right of possession of the Premises, Tenant shall pay Rent in accordance with the holding over provisions of Article 14 below until Tenant has performed such obligations.

14. HOLDING OVER

Tenant shall pay Landlord 150% of the Rent last payable under this Lease for each month, whether or not a whole month, during which Tenant retains possession of the Premises, or any part of the Premises, after the expiration or termination of this Lease, or the termination of Tenant's right of possession of the Premises, which amount shall increase to 200% in the event that Tenant retains possession of the Premises, or any part of the Premises, three (3) months after the expiration or termination of this Lease, or the termination of Tenant's right of possession of the Premises. Tenant shall be required to pay such Rent for the entire calendar month if it holds over in possession for any portion of such month. Notwithstanding anything to the contrary in this Lease, if Tenant fails to surrender the Premises to Landlord as required under this Lease upon the expiration of the Term or earlier termination of this Lease, such holding over shall immediately constitute a default by Tenant under this Lease, and Tenant agrees to indemnify, defend and hold harmless Landlord from and against all claims, actions, damages, liabilities, losses and expenses arising from such holding over, including without limitation claims made by any succeeding tenant or real estate broker, losses or damages resulting from the inability to lease or deliver possession of the Premises to any succeeding or prospective tenant (including without limitation lost profits and other consequential damages) and attorneys' fees. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord available under this Lease or by law. If Tenant retains possession of the Premises, or any part of the Premises, for thirty (30) days after the expiration or termination of this Lease, then at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute an extension of the Term of this Lease for a period of one (1) year on the same terms and conditions set forth in this Lease, but at double the Rent last applicable under this Lease.

15. DAMAGE BY FIRE OR OTHER CASUALTY

15.01 SUBSTANTIAL UNTENANTABILITY

If either the Premises or the Building is rendered substantially untenable by fire or other casualty, Landlord may elect by giving Tenant written notice within one hundred twenty (120) days after the date of said fire or casualty, either to: (1) terminate this Lease as of the date of the fire or other casualty; or (2) proceed to repair or restore the Premises or the Building (other than leasehold improvements and personal property installed by or on behalf of Tenant) to substantially the same condition as existed immediately prior to such fire or casualty.

If Landlord elects to proceed pursuant to subsection (2) above, Landlord's notice shall contain Landlord's reasonable estimate of the time required to substantially complete such repair or restoration. If such estimate indicates that the time so required will exceed two hundred seventy (270) days from the date Landlord receives all insurance proceeds from its carrier(s) for the casualty, then Tenant shall have the right to terminate this Lease as of the date of such casualty by giving written notice to Landlord not later than twenty (20) days after the date of the Landlord's notice. If Landlord's estimate indicates that the repair or restoration can be substantially completed within two hundred seventy (270) days, or if Tenant fails to exercise its said right to terminate this Lease, this Lease shall remain in force and effect.

15.02 INSUBSTANTIAL UNTENANTABILITY

If either the Premises or the Building is damaged by fire or other casualty but is not rendered substantially untenable as determined by Landlord, then Landlord shall diligently proceed to repair and restore the damaged portions thereof, other than the leasehold improvements and personal property installed by or on behalf of Tenant, to substantially the same condition as existed immediately prior to such fire or casualty, unless such damage occurs during the last twelve (12) months of the Term, in which event both Tenant and Landlord shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice to the other party within thirty (30) days after the date of such fire or other casualty.

15.03 RENT ABATEMENT

If all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, Rent shall abate for all or that part of the Premises which are untenable on a per diem and proportionate area basis from three (3) days after the date of the fire or other casualty until Landlord has substantially completed the repair and restoration work in the Premises which it is required to perform, provided, that as a result of such fire or other casualty, Tenant does not occupy the portion of the Premises which are untenable during such period.

15.04 TENANT'S RESTORATION

If all or any part of the Premises are damaged by fire or other casualty and this Lease is not terminated, Tenant shall promptly and with due diligence, at Tenant's expense, repair and restore the leasehold improvements, fixtures and personal property in the Premises.

16. EMINENT DOMAIN

16.01 PERMANENT TAKING

If all or any part of the Premises, the Building or the Complex is permanently taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation), which renders the Premises substantially untenable, or if Landlord otherwise elects by written notice to terminate this Lease as a result of such condemnation, this Lease shall terminate as of the date title vests in such authority, and Rent shall be apportioned as of such date.

16.02 INSUBSTANTIAL TAKING

If any part of the Premises, the Building or the Complex is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated pursuant to 16.01, Rent shall be reduced for the period of such taking by an amount which bears the same ratio to Rent then in effect as the number of square feet of Rentable Area in the Premises so taken or condemned, if any, bears to the number of square feet of Rentable Area specified in Section 1.01I above. Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of leasehold improvements and personal property installed by or on behalf of the Tenant) to restore the Premises remaining to as near its former condition as circumstances will permit, and to the Building and Complex to the extent necessary to constitute the portion of same not so taken or condemned as a complete architectural unit. In the event of any taking or condemnation described in this Section 16.02, the Rentable Area of the Premises stated in Section 1.01I above and the Rentable Area of the Building as specified in this Lease, shall be reduced, respectively, for all purposes under this Lease by

the number of square feet of Rentable Area of the Premises, if any, and the Building, if any, so taken or condemned as determined and certified by an independent professional architect selected by Landlord.

16.03 COMPENSATION

Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award; provided, however, Tenant shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid for by Tenant without any credit or allowance from Landlord. Under no circumstances shall the Tenant seek or be entitled to any compensation for the value of its leasehold estate, and no award to Tenant may reduce or diminish the compensation payable to Landlord.

17. INSURANCE

17.01 TENANT'S INSURANCE

Tenant agrees that it will carry and maintain during the entire Lease Term, at Tenant's sole expense, the following types of insurance, in the amounts specified and in the form hereinafter provided:

A. Commercial General Liability Insurance with standard exclusions only in an amount of not less than \$1,000,000, combined single limit ("CSL") for bodily injury and property damage and shall insure all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from operations at or relating to the Premises. Fire legal liability shall be maintained in the amount of \$100,000.00 or such higher amount deemed reasonable by Landlord.

B. Commercial Automobile Liability including the ownership, maintenance and use of any motor vehicle listed, hired and non-owned in the following minimum amount: bodily injury/property damage, each occurrence, combined single limit of \$1,000,000.00, including medical payments of \$5,000.00 per person.

C. Workers' Compensation - the policy shall be in full compliance with all laws governing Workers' Compensation, including employer's liability insurance with limits of not less than \$1,000,000.00.

D. Tenant's Alterations permitted under Section 10.01 hereof, and Tenant's trade fixtures and personal property from time to time in, on or upon the Premises, in an amount not less than ninety percent (90%) of their full replacement cost, without depreciation, from time to time during the Lease Term as covered in an "all risk" insurance policy. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Section 15 hereof, whereupon all proceeds of insurance covering Tenant's Alterations or additions permitted under Section 10.01 hereof shall be payable to Landlord.

All policies of insurance required to be carried by Tenant, its agents, representatives or contractors, shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class VII as rated in the most currently available Best's Insurance Reports and approved to do business in the state where the Premises are located. All such policies shall make Landlord and Landlord's agent as additional insureds. Any such certificate shall include evidence of all requirements including without limitation, those which designate additional insured under Subsection 17.01, and which evidence Tenant's insurers' waivers of subrogation required under Section 17.04. All

liability (Commercial General Liability) and all property policies shall be written as primary policies, not contributing with, and not in excess of, coverage which Landlord may carry. Tenant will give Landlord at least thirty (30) days' notice, in writing in advance of any cancellation, lapse, or reduction, except for nonpayment of premium, in which event ten (10) days' notice shall be given.

17.02 LANDLORD'S INSURANCE

A. Landlord shall maintain in effect a policy or policies of insurance (including without limitation, liability, casualty, automobile, pressure vessel, plate glass, business interruption and fidelity coverage) covering the Building. Such coverage shall be written in an amount not less than ninety percent (90%) of its full replacement costs (exclusive of excavations, foundations and footings) during the Lease Term. It shall provide protection against all risk and flood insurance and such further insurance as Landlord or Landlord's lender deems necessary and desirable.

B. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, as long as the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy or policies of insurance. If Landlord carries insurance under a blanket policy or policies, the insurance allocation among office buildings covered by such policy or policies shall be determined according to standard industry practices.

C. Landlord's insurance shall not cover any item comprising Tenant's Alterations or additions permitted under Section 10.01 hereof, Tenant's trade fixtures or other personal property.

17.03 INSURANCE USE RESTRICTIONS

A. Tenant agrees that it will not at any time during the Lease Term carry any stock or goods or do anything in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part.

B. Tenant shall pay to Landlord forthwith upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the Lease Term on the amount of insurance to be carried by Landlord on the building of which the Premises are a part resulting from the foregoing or from Tenant's doing any act in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant.

C. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall, at its own expense, make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction there over, but nothing contained herein shall be deemed to constitute Landlord's consent to such overloading. Notwithstanding the above, Landlord warrants that the electrical service to the Premises is sufficient for the use as described herein, including all exhibits.

17.04 WAIVER OF SUBROGATION

To the extent any such loss or damage is covered by fire or other casualty insurance carried or required to be carried under this Lease, each party hereby waives any right it has against the other, on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective

properties, the Premises or their contents, or to other portions of the Complex. Each party shall cause its insurance companies to waive any right of subrogation against the other with respect thereto.

18. RULES AND REGULATIONS

Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with the rules and regulations attached hereto as Exhibit B, as such rules and regulations may be modified and/or supplemented by Landlord by notice to Tenant during the Term.

19. LANDLORD'S RIGHTS

Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off or abatement of Rent: (1) to change the name or street address of the Building or the Complex, upon thirty (30) days' prior written notice to Tenant; (2) to install, affix and maintain all signs on the exterior and/or interior of the Building and in and about the Complex; (3) to designate and/or approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Premises; (4) to display the Premises to prospective tenants at reasonable hours during the last nine (9) months of the Term, provided that Landlord provide at least seventy-two (72) hours prior written notice of a proposed display and that such display does not interfere with the normal business operations of Tenant; (5) to change the arrangement of entrances, doors, corridors, elevators and stairs in the Building and Common Areas, provided that no such change shall materially adversely affect access to the Premises; (6) to grant to any party the exclusive right to conduct any business or render any service in or to the Building or Complex, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purposes permitted hereunder; (7) to prohibit the placing of vending or dispensing machines of any kind in or about the Premises other than for use by Tenant's employees; (8) to have access to the Premises for Landlord and its designees with twenty-four (24) hours prior notice to Tenant, provided that such access does not interfere with the normal business operations of Tenant, or immediately in the event of an emergency; (9) to close the Building or Complex after Business Hours, except that Tenant and its employees and invitees shall be entitled to admission at all times under such reasonable regulations as Landlord prescribes for security purposes; (10) to take any and all reasonable measures including inspections and repairs to the Premises or other portions of the Complex, as may be necessary or desirable in the operation or protection thereof; (11) to retain at all times master keys or pass keys to the Premises and have the right to access the Premises; (12) to install, operate and maintain security systems which monitor, by cameras or otherwise, all persons entering and leaving the Building or the Complex; and (13) to install and maintain pipes, ducts, conduits, wires and structural elements located in the Premises which serve other parts or other tenants of the Building.

20. ESTOPPEL CERTIFICATE

Tenant shall from time to time, upon not less than ten (10) business days' prior written request by Landlord or any mortgagee or ground lessor of the Complex, deliver to Landlord or such mortgagee or ground lessor such financial statements regarding Tenant as may be requested and are in the possession of (or available to) Tenant and/or a statement in writing certifying: (1) that this Lease are unmodified and in full force and effect or, if there have been modifications, that this Lease, as modified, are in full force and effect; (2) the amount of Rent then payable under this Lease and the date to which Rent has been paid; (3) that Landlord is not in default under this Lease, or, if in default, a detailed description of such default(s);

(4) that Tenant is or is not in possession of the Premises, as the case may be; and (5) such other information as may be reasonably requested.

21. RIGHT OF FIRST REFUSAL

Provided Tenant is not in default as of the date of exercise of its Right of First Refusal (as hereafter defined), Tenant shall have a one-time right of first refusal (the “**Right of First Refusal**”) for the space identified in Exhibit F attached hereto (the “**First Refusal Space**”), provided that this Right of First Refusal shall be subordinate to the existing tenant’s right to renew or extend its lease for the First Refusal Space. When Landlord receives an acceptable written offer from a third party to lease the First Refusal Space (each an “**Offer**”), before accepting such Offer, Landlord will promptly advise Tenant in writing of the existence and the economic terms for the Offer (a “**Notice**”), as well as provide Tenant with a copy of the Offer (which copy may redact the identity of the third party and other confidential information not related to the economics of the Offer). Tenant will have ten (10) days from receipt of the Notice to notify Landlord in writing that Tenant desires to exercise the Right of First Refusal and lease the First Refusal Space on the same economic terms and conditions as the Offer.

If Tenant notifies Landlord that it desires to exercise the Right of First Refusal, Landlord and Tenant will then diligently and in good faith negotiate and execute an appropriate and reasonable, mutually-acceptable amendment to the Lease adding the First Refusal Space to the Lease upon the economic terms set forth in the Notice and upon the same non-economic terms and conditions as applicable to the Premises then leased by Tenant under the Lease. Such amendment shall also set forth a new Term for both the existing Premises and the First Refusal Space at the longer of (a) the Term of the Lease, as then amended or extended, or (b) the term set forth in the Offer. Tenant shall have fifteen (15) business days to execute and deliver such amendment to Landlord. If Tenant fails to execute and timely deliver the amendment to Landlord, Tenant will have been conclusively deemed to have declined its Right of First Refusal as to the particular First Refusal Space, and Landlord shall be free to lease the space to a third party. In addition, the parties will execute a recordable amendment to the Memorandum of Lease, specifying any modifications to the term and demised premises under the Lease as modified by the amendment adding the Right of First Refusal Space to the Lease, and such other terms as the parties shall mutually determine.

Tenant shall commence payment of rent for the First Refusal Space and the term of the First Refusal Space shall commence upon the date agreed upon by the parties in the amendment entered into in connection with Tenant’s exercise of the Right of First Refusal.

If Tenant fails to timely deliver to Landlord notice that Tenant elects to exercise the Right of First Refusal Tenant will be conclusively deemed to have declined its Right of First Refusal, and Landlord shall be free to lease the First Refusal Space to the third party offeror upon the terms and conditions in the third party offeror’s Offer described in the Notice. In the event that Tenant declines its Right of First Refusal, the Right of First Refusal shall thereafter terminate and be of no further force or effect.

22. ADDITIONAL RENT

22.01 DEFINITIONS

For the purposes of this Article 22, the following words and phrases shall have the following meanings:

- A. “**Adjustment Date**” shall mean each January 1 occurring within the Term.

B. **“Adjustment Year”** shall mean each calendar or partial calendar year during the Term.

C. **“Controllable Operating Costs”** means Operating Costs excluding expenses for Taxes, insurance, utilities, security, trash removal, assessments, costs of complying with governmental regulations and snow/ice removal.

D. **“Operating Costs”** shall mean all costs, expenses, Taxes and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management, operation, maintenance, replacement and repair of all building improvements, other than the initial construction of the improvements, comprising the Complex, and of the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in connection therewith. Operating Costs shall not include the following: (1) costs of improvement of the Premises and the premises of other tenants of the Building; (2) charges for depreciation of the buildings and improvements comprising the Complex; (3) interest and principal payments on mortgages; (4) base ground rental payments (provided that additional rent for taxes and other costs may be included in Operating Costs); (5) real estate brokerage and leasing commissions; (6) salaries and other compensation of executive officers of the Manager senior to the highest ranking individual working on-site at the Complex; or (7) any expenditures for which Landlord has been reimbursed (other than pursuant to proration of Operating Costs, rent adjustment and escalation provisions provided in leases).

E. **“Tenant’s Proportionate Share”** has the meaning set forth in Section 1.01M above.

F. **“Increases in Operating Costs”** shall mean, for each Adjustment Year after the Base Year, the Operating Costs (including Taxes) for such Adjustment Year less Operating Costs (including Taxes) for the Base Year.

G. **“Taxes”** shall mean all federal, state and local governmental taxes, assessments and charges (including transit or district taxes or assessments) of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay because of or in connection with the ownership, leasing, management, control or operation of the improvements and land comprising the Complex, or of the personal property, fixtures, machinery, equipment systems and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). For purposes hereof, Taxes for any year shall be Taxes which are due for payment or paid in that year, rather than Taxes which are assessed or become a lien during such year. There shall be included in Taxes for any year the amount of all fees, costs and expenses (including reasonable attorneys’ fees) paid by Landlord during such year in seeking or obtaining any refund or reduction of Taxes. Taxes in any year shall be reduced by the net amount of any tax refund received by Landlord during such year if the Tenant contributed to the payment of the Taxes that are refunded. If a special assessment payable in installments is levied against the Complex, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal, state or local general income, gift or estate taxes, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments shall be included in the Taxes.

H. **“Base Year”** means calendar year 2022.

22.02 TENANT’S PROPORTIONATE SHARE OF INCREASES IN OPERATING COSTS

Beginning on January 1, 2023 and continuing throughout the Term, Tenant shall pay, on January 1, 2023, and thereafter on the first day of each month, as additional Rent, Tenant’s Proportionate Share of

Increases in Operating Costs. The annual amount of Tenant's Proportionate Share of Increases in Operating Costs shall be determined by Landlord as of January 1, 2023 and each subsequent Adjustment Date based on Landlord's Projections pursuant to Section 22.03 below, and shall be subject to adjustment pursuant to Section 22.04. Monthly installments of Tenant's Proportionate Share of Increases in Operating Costs shall be 1/12th of the annual amount, and payments shall be prorated for partial years or partial months. Notwithstanding anything to the contrary in this Lease and commencing with the 2022 calendar year, with respect to Controllable Operating Costs, Tenant's Proportionate Share of such Controllable Operating Costs shall not increase by more than five percent (5%) per year, on a cumulative, compounding basis, over Tenant's Proportionate Share of such Controllable Operating Costs for the 2022 calendar year.

22.03 PROJECTIONS

For purposes of calculating monthly payments of Tenant's Proportionate Share of Increases in Operating Costs under Section 22.02 above, Landlord may make reasonable estimates, forecasts or projections (collectively, the "Projections") of Operating Costs for the Base Year and such Adjustment Year. On or about January 1, 2023 and each subsequent Adjustment Date, or as soon thereafter as the information is available, Landlord shall provide to Tenant a written statement setting forth a calculation of the Tenant's Proportionate Share of Increases in Operating Costs to become effective as of said Adjustment Date; provided, however that the failure of Landlord to provide any such statement shall not relieve Tenant from its obligation to continue to pay Tenant's Proportionate Share of Increases in Operating Costs at the rate, if any, then in effect under this Lease, and if and when Tenant receives such statement from Landlord, Tenant shall pay any unpaid Tenant's Proportionate Share of Increases in Operating Costs reflected thereby.

22.04 READJUSTMENTS

On or about April 1st following the end of each Adjustment Year after the Base Year, or at such later time as Landlord shall be able to determine the actual amounts of Operating Costs for the Base Year and the Adjustment Year last ended, Landlord shall notify Tenant in writing of the actual amounts of Operating Costs for the Base Year and such Adjustment Year, and the actual amount of Tenant's Proportionate Share of Increases in Operating Costs for such Adjustment Year. If the actual amount of Increases in Operating Costs exceeds the Projections for such Adjustment Year, then Tenant shall, within thirty (30) days after the date of such written notice from Landlord, pay to Landlord the unpaid Tenant's Proportionate Share of Increases in Operating Costs reflected on Landlord's statement. The obligation to make such payments shall survive the expiration or earlier termination of the Term. If the total Tenant's Proportionate Share of Increases in Operating Costs paid by Tenant during such Adjustment Year exceeds the amount thereof payable for such year based upon actual Increases in Operating Costs for such Adjustment Year, then Landlord shall credit the excess to installments of Tenant's Proportionate Share of Increases in Operating Costs payable after the date of Landlord's notice until the excess has been exhausted, or if this Lease shall expire prior to full application of the excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Tenant's Proportionate Share of Increases in Operating Costs within thirty (30) days after the date that the amount due to Tenant is determined. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or to pay Tenant by reason of this Section.

22.05 ~~PARTIAL OCCUPANCY~~ Intentionally Deleted.

~~For purposes of determining Tenant's Proportionate Share of Increases in Operating Costs for any Adjustment Year in which less than ninety-five percent (95%) of the Rentable Square Footage of the Building, as set forth in Section 1.010 above, is occupied by tenants, the amount of Taxes and Operating Costs that vary on the basis of occupancy of the Building for the Adjustment Year shall be increased to the~~

Commented [SJ5]: In this day of tenancy uncertainty / business success of other tenants, the risk of vacancy should be placed on the landlord as their business risk, not back on to the tenants who pay their rent.

~~amount that would have been payable had there been ninety-five percent (95%) occupancy in the Building during such Adjustment Year, as determined by Landlord.~~

23. REAL ESTATE BROKERS

Tenant represents that, except for the broker, if any, set forth in Section 1.01L hereof as Tenant's Broker, Tenant has not dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant agrees to indemnify and hold harmless Landlord and the Manager from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation. Landlord shall only be responsible for the payment of all commissions to the broker, if any, specified in this Article 23, based upon the separate written agreement between Manager and Tenant's Broker.

24. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

24.01 SUBORDINATION

This Lease and the rights of Tenant hereunder are expressly subject and subordinate to any ground lease of the land comprising the Complex now or hereafter existing, and all amendments, renewals, modifications and extensions of and to any said ground lease, and to the lien and provisions of any first lien mortgage now or hereafter existing encumbering the Complex, or any part thereof, or said ground leasehold estate, and all amendments, renewals and modifications and extensions of and to any said mortgage, and to all advances made or hereafter to be made upon the security of said mortgage. Tenant agrees to execute and deliver such further instruments subordinating this Lease to any such ground lease or the lien of any such mortgage within ten (10) days after request by Landlord -from time to time. As used herein, the term mortgage shall mean any mortgage, deed of trust, deed to secure debt or other instruments used to secure debt. ~~Landlord shall use commercially reasonable efforts to cause its lender to execute a Nondisturbance, Subordination and Attornment Agreement substantially in the form of Exhibit H attached hereto.~~

24.02 ATTORNMENT

In the event of the foreclosure of any such mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, or any transfer by a deed in lieu of foreclosure, or any similar transfer that is made in anticipation or upon threat of foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such mortgagee or purchaser in foreclosure or otherwise as Tenant's Landlord under this Lease. Tenant agrees to execute and deliver at any time upon request of such mortgagee, purchaser, or their successors, any instrument to further evidence such attornment.

24.03. NON-DISTURBANCE.

Notwithstanding the preceding, so long as Tenant is not in default in the performance of any of the terms, covenants, or conditions of the Lease, then Tenant's possession and occupancy of the Premise, and Tenant's rights and privileges under the Lease shall not be diminished or interfered with by any person or entity having any interest in the Premises, including but not limited to, any mortgagee, purchaser, or any other person or entity holding any debt instrument secured by the Premises. Landlord shall use

commercially reasonable efforts to cause its lender to execute a Nondisturbance, Subordination and Attornment Agreement substantially in the form of Exhibit H attached hereto.

Commented [SJ6]: Landlord should provide this without condition-- and if they want to get some assurances from their own lender to better comply with this covenant, then they can get the proposed agreement signed by their lender.

25. NOTICES

All notices required or permitted to be given under this Lease shall be in writing and shall be deemed given and delivered upon receipt (or failure or refusal to accept delivery), after being deposited in the United States Mail, postage prepaid and properly addressed, certified mail, return receipt requested, at the addresses shown in Sections 1.01B and 1.01C hereof or such other address as either party may designate for itself from time to time by written notice to the other party. In addition, any notice to Tenant may be given by hand delivery to the notice address of Tenant with a signed receipt obtained. Landlord may cause Manager or any attorney or other agent of Landlord to give any notice of Landlord hereunder, and any such notice given by Manager or any attorney or other agent of Landlord on Landlord's behalf pursuant to Landlord's instructions shall be effective as a notice from Landlord.

26. MISCELLANEOUS

26.01 LATE CHARGES

Tenant acknowledges that any failure to pay any amount due hereunder on or before the date that it is due creates additional administrative and other costs for Landlord and its agents, and Tenant agrees to pay a late payment charge of the ~~greater~~ ~~lesser~~ of Two Hundred Fifty Dollars (\$250.00) or Five Percent (5%) of any delinquent amount as a late fee within fifteen (15) days after billing by Landlord. In addition, all delinquent Rent that is not paid within fifteen (15) days of the due date shall bear interest at the maximum rate permitted by law or eighteen percent (18%) per annum, whichever is less, from the date fifteen (15) days after the due date until paid.

Commented [SJ7]: If landlord wants both a penalty and interest, the penalty should be capped.

26.02 HAZARDOUS MATERIALS

Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in, or under the Premises or the Complex, or transport to or from the Premises or Complex, any Hazardous Materials (as defined below), or allow any other person or entity to do so. Tenant shall comply with all local, state and federal laws, ordinances and regulations relating to health, safety and protection of the environment, including without limitation those relating to Hazardous Materials on, in, under, about or otherwise related to the Premises. Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any: (a) pending or threatened environmental regulatory action against Tenant, the Premises or the Complex; (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; (c) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises or the Complex; or (d) violation of any local, state or federal law, ordinance or regulation relating to health, safety, protection of the environment or Hazardous Materials on the Premises, in the Building or in the Complex. Tenant agrees to indemnify, defend and hold Landlord, the Manager and their respective agents and employees harmless from and against any and all liabilities, losses, claims, demands, costs and expenses of every kind and nature (including attorneys' fees) directly or indirectly attributable to Tenant's failure to comply with this Article, including, without limitation the costs of any required or necessary repair, cleanup or remediation or response actions. The indemnity contained in this paragraph shall survive the termination or expiration of

this Lease. As used herein, the term “**Hazardous Materials**” shall mean any element, compound, mixture, solution, particle or substance which is dangerous or harmful or potentially dangerous or harmful to the health or welfare of life or environment, including but not limited to, any substances defined as or included within the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “hazardous pollutants” or “toxic pollutants” under any law or regulation promulgated by any federal, municipal, state, county or other governmental authority and/or agency or department thereof.

26.03 PARKING

Throughout the Term, Tenant shall have the right to use at no charge up to fifty-four (54) parking spaces located on the Land on a first come, first served basis. Tenant agrees to ensure that its employees, agent, contractors and invitees do not use more than the number of parking spaces set forth above at any time.

26.04 SIGNAGE

Tenant may not install any sign anywhere in the Complex outside of, or visible from outside of, the Premises, except with the prior written approval of Landlord. Notwithstanding the foregoing, Landlord shall provide Building-standard signage at Tenant’s Premises entry as well as directory signage on the 1st floor of the Building in the main lobby at the Landlord’s expense.

Tenant shall also have the right to add its name to the Building’s monument sign, provided that (a) Landlord approves in writing of such signage (which approval will not be unreasonably withheld, conditioned or delayed) and (b) such signage complies with all applicable laws. Provided that Tenant provides Landlord with the nameplate to be installed on the monument sign within twelve (12) months following the Commencement Date, Landlord shall use commercially reasonable efforts to install such nameplate on the monument sign within one (1) month after delivery. Tenant to be responsible for all costs associated with design, installation, and maintenance of Tenant’s nameplate on the monument sign. Tenant’s right to monument signage is transferable by Tenant to an assignee tenant pursuant to a Permitted Transfer.

26.05 ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto contain the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements, either oral or written. This Lease may not be modified except by document in writing executed by Landlord and Tenant.

26.06 NO OPTION

The execution and delivery by Tenant of this Lease to Landlord or the Manager shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, but the execution of this Lease by Tenant and delivery of same to Landlord or Manager does not constitute a reservation of or option for the Premises, or a commitment by Landlord to lease the Premises to Tenant. This Lease shall become effective only if and when Landlord executes and delivers it to Tenant. If Tenant is an entity, it shall, if requested by Landlord, deliver to Landlord certified resolutions of Tenant’s directors, managers or other persons with power to authorize Tenant’s actions authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder.

26.07 ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

26.08 BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by fax or email shall be enforceable as originals.

26.09 FORCE MAJEURE

Neither party hereto shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease, if such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, pandemics, epidemic, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or any other cause beyond the commercially reasonable control of the non-performing party; provided, however, that nothing herein shall excuse Tenant's failure to pay Rent or any other charges due to Landlord hereunder.

26.10 CAPTIONS

The Article and Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Articles and Sections.

26.11 APPLICABLE LAW

This Lease shall be construed in accordance with the laws of the state in which the Complex is located.

26.12 TIME

Time is of the essence of this Lease and the performance of all obligations hereunder.

26.13 LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES

If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation), with or without notice to Tenant, and with or without waiting for the expiration of any grace period under this Lease granted to Tenant for the performance of such duty, to perform such duty on behalf and at the expense of Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be additional Rent under this Lease and shall be due and payable upon demand by Landlord.

26.14 RELATIONSHIPS

The relationship between Landlord and Tenant is that of landlord and tenant and nothing herein shall be construed to give rise to any other relationship including, without limitation, a creditor and debtor relationship.

26.15 INVALIDITY

If any term(s), condition(s), covenant(s), clause(s) or provision(s) herein contained shall operate or would prospectively operate to invalidate this Lease in whole or in part, then such term(s), condition(s), covenant(s), clause(s), and provision(s) only shall be held for naught as though not herein contained, and the remainder of this Lease shall remain operative and in full force and effect.

26.16 LIMITATION OF LANDLORD'S LIABILITY

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the Building and the land thereunder for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of any ground or underlying landlord or the holder of any mortgage covering the Building or of Landlord's interest therein. No other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied between Landlord and Tenant that the Landlord's interest hereunder and in the Building shall be subject to impressment of an equitable lien or otherwise. Nothing herein contained shall be construed to limit any right of injunction against the Landlord, where appropriate.

26.17 TRANSFER OF LANDLORD'S INTEREST

In the event of the sale, assignment or transfer by Landlord of its interest in the Building or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to Landlord to secure performance by Tenant of its obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgement by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of the Lease, Landlord shall thereby be discharged of any further obligation relating thereto. Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest. Landlord shall have the right to freely sell, assign or otherwise transfer its interest in the Building and/or this Lease.

26.18 MEMORANDUM OF LEASE

Upon the request of Tenant, Landlord shall execute a Memorandum of Lease substantially in the form of Exhibit I attached hereto, which Memorandum of Lease may be recorded by Tenant and Tenant's sole cost and expense.

26.19 RIDERS

ALL RIDERS ATTACHED HERETO SHALL BE DEEMED TO BE A PART HEREOF AND HEREBY INCORPORATED HEREIN.

[Signatures appear on next page]

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in Section 0 hereof.

LANDLORD:

CRS OFFICE CENTER IV LLC

By: _____
Name:
Title:

TENANT:

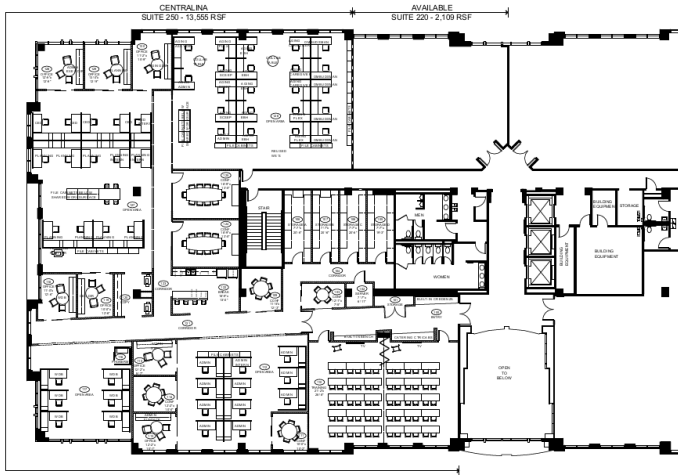
CENTRALINA COUNCIL OF GOVERNMENTS,
d.b.a. Centralina Regional Council

By: _____
Name: Geraldine I. Gardner
Title: Executive Director

EXHIBIT A

**The Premises – Suite 250, 2nd Floor at 10735 David Taylor Drive
Charlotte, North Carolina 28262**

CENTRALINA
SPACE PLAN - 1 OF 2
FOUR RESOURCE SQUARE - SUITE 220 & 250
15,664 TOTAL RSF
SCALE: 1/16" = 1'-0"
DATE: OCTOBER 27, 2021



FOUNDRY
COMMERCIAL

**SMITH
HARRIS
DESIGN**
ASSOCIATES

AS OF 11/3/21. ITEMS IN TRACK CHANGES ARE STILL BEING NEGOTIATED AND FINALIZED BY THE PARTIES

EXHIBIT A-1

The Land

Lying and being situate in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 4, according to plan thereof, recorded in Map Book 33, Page 541 in the Office of the Register of Deeds of Mecklenburg County, North Carolina. Said premises also being described as: Beginning at a mark on a water vault at the southwestern right-of-way of David Taylor Drive (60 foot public right-of-way), said point being a southeastern property corner of the property known as Three Resource Square as recorded in Map Book 33 Page 359 of the Mecklenburg County public registry, property of Three Resource Square Partners LLC as described in Deed Book 33059 Page 139 of the Mecklenburg County public registry; thence with the western right-of-way line of David Taylor Drive the following three (3) courses and distances: (1) along an arc of a circular curve to the right having a radius of 807.77 feet, an arc distance of 121.66 feet, a central angle of 8°37'46", and a chord bearing and distance of S 37°41'07" E, 121.54 feet to a ½" iron rebar found, (2) S 41°59'57" E, 156.37 feet to a ½" iron rebar found, (3) along an arc of a circular curve to the right having a radius of 2,261.83 feet, an arc distance of 45.14 feet, a central angle of 1°08'37", and a chord bearing and distance of S 41°25'42" E, 45.14 feet to a ½" iron rebar found at the northeastern corner of the property of TDCA Resource Square LLC as described in Deed Book 30624 Page 363 in the Mecklenburg County public registry, thence with the boundary of the TDCA Resource Square LLC's property line six (6) courses and distances: (1) S 51°40'49" W 100.10 feet to a ½" iron rebar found, (2) along an arc of a circular curve to the right having a radius of 2,161.99 feet, an arc distance of 57.53 feet, a central angle of 1°31'29", and a chord bearing and distance of S 40°12'39" E, 57.53 feet to a ½" iron rebar found, (3) S 51°40'49" W 175.65 feet to a ½" iron rebar found, (4) S 38°30'55" E 12.00 feet to a ½" iron rebar found, (5) S 51°40'49" W 95.83 feet to a ½" iron rebar found, (6) S 49°33'23" W 107.95 feet to a nail found in pavement, thence with part of a north line of said TDCA Resource Square LLC property, and part of a north line of property of Mattamy Carolina Corporation as described in Deed Book 32723 Page 768 of the Mecklenburg County public registry, S 51°40'49" W 415.80 feet to a ½" iron rebar found, thence continuing along said Mattamy Carolina Corporation's property the follow two (2) courses and distances: (1) N 41°41'21" W 283.92 feet to a ½" iron rebar found, (2) N 70°39'03" W 191.28 feet to a ½" iron rebar found at the eastern right-of-way of College View Lane (60 foot public right-of-way), thence with said right-of-way three (3) courses: (1) along an arc of a circular curve to the left having a radius of 467.00 feet, an arc distance of 170.57 feet, a central angle of 20°55'36", and a chord bearing and distance of N 13-41-32 E, 169.62 feet to a ½" iron rebar found, (2) N 01°36'28" W 55.09 feet to a ½" iron rebar found, (3) along a curve to the right having a radius of 518.09 feet, an arc distance of 46.98 feet, a central angle of 5°11'42", and a chord bearing and distance of N 03°53'27" E 46.96 feet to a ½" iron rebar found at the southwestern corner of the aforementioned Three Resource Square Tract, thence following the boundary of said property thirteen (13) courses and distances: (1) S 70°39'03" E 79.15 feet to a ½" iron rebar found, (2) along a curve to the left having a radius of 361.00 feet, an arc distance of 184.69 feet, a central angle of 29°18'45", and a chord bearing and distance of S 85°18'26" E 182.68 feet to a ½" iron rebar found, (3) N 80°02'11" E 64.73 feet to a 5/8" iron rebar found, (4) N 42°35'41" E 90.40 feet to a ½" iron rebar found, (5) along a curve to the right having a radius 63.00 feet, and arc distance of 26.74 feet, a central angle of 24°19'09", and chord bearing and distances of N 23°40'10" W 26.54 feet to a ½" iron rebar found, (6) N 11°30'38" W 39.28 feet to a ½" iron rebar found, (7) N 80°02'11" E 54.77 feet to a ½" iron rebar found, (8) along a curve to the left having a radius of 747.50 feet, an arc distance of 82.41 feet, a central angle of 6°19'01", and a chord bearing and distance of N 76°52'40" E 82.37 feet to a ½" iron rebar found, (9) N 48°18'39" E 20.97 feet to a ½" iron rebar found, (10) along a curve to the right having a radius of 125.00 feet, an arc distance of 44.80 feet, a central angle of 20°32'04", and a chord bearing and distance of N 58°34'44" E 44.56 feet to a ½" iron rebar found (11) along a curve to the left having a radius of 729.50 feet, an arc distance of 97.91 feet, a central angle of 7°41'25", and a chord bearing and distance of N

65°00'07" E 97.84 feet to a mark on the curb, (12) N 29°51'51" W 29.46 feet to a 1/2" iron rebar found, (13) N 60°33'45" E 171.04 feet to the point and place of beginning, containing 9.3973 acres (409,347 sq.ft.), more or less.

TOGETHER WITH a permanent, non-exclusive easement for ingress and egress from Four Resource Square to David Taylor Drive reserved in Deed recorded in Book 13097, page 98, over and across the property described below.

To locate the point and place of beginning, commence at an existing iron pin in the southwestern margin of the right-of-way of David Taylor Drive (60 foot public right-of-way), said point of commencement being the northernmost corner of Lot No. 4 as shown by the "Revised Final Plat of One Resource Square - at University Research Park - Map 4" recorded in Book 33, Page 541 in the Mecklenburg County Public Registry (hereinafter "Lot 4"), thence, with and along the northeastern boundary line of Lot 4, the southwestern margin of the right-of-way of David Taylor Drive, the following three (3) courses and distances: (1) with the arc of a circular curve to the left having a radius of 807.77 feet, an arc length of 121.65 and a chord bearing and distance of S 37-41-07 E. 121.54 feet to an existing iron pin; (2) S 41-59-57 E 156.37 feet to an existing iron pin; and (3) with the arc of a circular curve to the left having a radius of 2,261.83 feet, an arc length of 45.14 feet and a chord bearing and distance of S 41-25-42 E. 45.14 feet to an existing iron pin, the Point and Place of Beginning, thence, leaving the southwestern margin of the right-of-way of David Taylor Drive and continuing with and along the boundary line of Lot No. 4, the following two courses and distances; (1) S 51-40-49 W 100.10 feet to a set iron pin and (2) with the arc of a circular curve to the right having a radius of 2,161.99 feet, an arc length of 57.53 feet and a chord bearing distance of S 40-12-39 E. 57.53 feet to a set iron pin; thence, continuing with and along the boundary line of Lot 4, the following five courses and distances; (1) S 51-40-49 W. 175.65 feet to a set iron pin; (2) S 38-30-55 E. 12.00 feet to a set iron pin; (3) S. 51-40-49 W. 95.83 feet to a set iron pin; (4) S. 49-33-23 W. 107.95 feet to a set iron pin; and (5) S. 51-40-49 W. 226.86 feet to a point; thence S 38-19-14 E. 53.00 feet to a point; thence, N 51-40-49 E. 226.63 feet to a point; thence, N 53-47-57 E 108.18 feet to a point; thence N 51-40-49 E 96.04 feet to a point, thence S. 38-30-55 E. 12.00 feet to a point; thence N 51-40-49 E. 275.39 feet to a point in the southwestern margin of the right-of-way of David Taylor Drive: thence, with and along the southwestern margin right-of-way of David Taylor Drive, with the arc of a circular curve to the left having a radius of 2,261.83 feet, an arc length of 85.01 feet and a chord bearing and distance of N. 38-19-21 W. 85.00 feet to a point; thence; with the arc of a circular curve to the left having a radius of 2,161.99 feet and chord bearing and distance of N 40-12-39 W. 57.53 feet to an existing iron pin; the point and place of BEGINNING and being shown as that Ingress and Egress Easement on that ALTA/ACSM Land Title Survey Four Resource Square at University Research Park dated December 21, 2001, and last revised December 27, 2001, prepared by ESP Associates, P.A., Michael S. Miller, NCPLS

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Land and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

A. **General Rules and Regulations.** The following rules and regulations govern the use of the Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior Common Areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto by all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Tenant and no employee or invitee of any Tenant will go upon the roof of the Building without the consent of Landlord.

4. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the Building by invitees of Tenant providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a Tenant's Premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use service elevators, halls, passageways and stairways for such purposes to preserve access within in the Building for Tenant and the general public.

5. Landlord reserves the right to require Tenant to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provided goods and services to such Tenant at

the Premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the Building if such vendors are not listed on a Tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following business day during weekdays, before 8 a.m. after 1 p.m. on Saturday and on Sundays and legal holidays, or such other hours as may be established from time to time by Landlord, any person unless that person is known to the person or employee in charge of the Building or has a pass or is properly identified.

7. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the Building or any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

8. The directory of the Building is provided exclusively for the display of the name and location of Tenants only, and Landlord reserves the right to exclude any other names therefrom, other than as set forth in this Lease.

9. All cleaning and janitorial services for the Building and the Premises will be provided exclusively through Landlord.

10. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. If the Premises are equipped with a card key entry system, Landlord will provide as many access cards at Tenant reasonably requests for its employees. Landlord may make a reasonable charge for any additional keys and for each access card requested by Tenant. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises. Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefor. Tenant will require each of its employees which has an access card to return the access card to Landlord upon termination of employment. Landlord reserves the right to impose additional rules and regulations regarding access cards.

11. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with Landlord's reasonable rules and requirements applicable to such services.

12. Freight elevators, if any, will be available for use by all Tenants in the Building, subject to such reasonable scheduling as Landlord, in its discretion, deems appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the Building.

13. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, fixture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which

platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to any tenants in the Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

14. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

15. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

16. Tenant will not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

17. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building. Without the written consent of Landlord, Tenant will not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

18. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

19. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the Tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type in the toilet rooms is prohibited. Shaving is prohibited.

20. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

21. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roofs or exterior walls of the Building or the Building. Tenant will not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

22. Except for the ordinary hanging of picture and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to Alterations. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

23. Tenant will not install, maintain, or operate upon the Premises any vending machines without the written consent of Landlord, which will not be unreasonably withheld.

24. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

25. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

26. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking will be done or permitted on the Premises without landlord's consent, except the use by Tenant of equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, and the use of a microwave oven for employees use will be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

27. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the Building or the Building any hand truck except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the Building.

28. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

29. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

30. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the Tenants in the Building of the Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

31. Smoking is prohibited in the Building and parking structures. Tenant and any of its employees, agents, clients, customers, invitees and guest who desire to smoke, may smoke only within outside smoking areas within the Building, as designated by Landlord from time to time.

32. Tenant's requirements will be attended to only upon appropriate application to Landlord's management office for the Building by an authorized individual of Tenant. Employees or agents of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee or agent of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

33. These Rules and Regulation are in addition to, and will not be construed to or in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

34. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

EXHIBIT C
WORK LETTER

1. Responsibility for Completing Work. Landlord shall, at Landlord's cost (except as stated in Paragraph 4 below), including architectural and engineering fees incurred in the preparation of the plans and specifications, (i) furnish and install within the Premises the following "**Work**": substantially complete the construction and installation of those improvements (the "**Improvements**"), including, without limitation, walls, flooring, ceilings, mechanicals, utilities (tapped and useable) and interior finishes in or related to the Premises requested by the Tenant in a turn-key condition and substantially in accordance with the depiction of the Premises as shown on **Exhibit A** to the Lease and the scope shown **Schedule C-1** attached hereto (the "**Scope**"); and (ii) obtain and maintain all necessary approvals and permits to the extent required by any governmental, quasi-governmental, or private entity to complete the Improvements, and obtain an occupancy permit, to the extent necessary, for Tenant's use of the Premises for general office purposes.

2. Preparation of Drawings. Landlord shall provide, in consultation with Tenant, architectural working drawings for the Work to the Premises (hereinafter called "**Drawings**"), which Drawings shall be prepared based upon the Scope and shall in all respects be consistent therewith. The Drawings shall be subject to the written approval of Tenant, approval not to be unreasonably withheld, and shall include partition and door location drawings, telephone and electric drawings and reflect ceiling drawings, and include any specifications required by Tenant as set forth in the Scope including, but not limited to, paint colors, finish details, and non-standard construction work to be performed within the Premises by Landlord's contractors. Tenant covenants and agrees to deliver to Landlord in a timely manner, all information reasonably necessary to cause said Drawings to be prepared in a timely manner. Landlord will have mechanical (sprinkler, air conditioning, heating, electric and plumbing) drawings prepared by Landlord's mechanical engineer or contractor covering, and limited to, the mechanical elements of the Work as shown on the Drawings or as otherwise necessary to complete the Work set forth in the Drawings.

3. Contractors. In order to ensure that the Landlord is able to maintain and monitor the quality of the building construction, the design intent of the systems, including warranties, guarantees, and to further protect the standards of construction maintained in the Building, it is agreed that all Work will be performed by Landlord's contractor unless otherwise provided herein. Landlord shall solicit bids for construction of improvements in the manner deemed appropriate by Landlord. Landlord shall consult with Tenant prior to the selection of the contractor, but Landlord shall select as the contractor from such bidding contractors the bidding contractor which provides the lowest bid and agrees to meet Landlord's schedule for construction of the Improvements.

4. Change Order and Excess Costs. Except as set forth herein, Landlord shall pay all costs of the Work. If Tenant shall, following its approval of the Drawings as set forth in Paragraph 2 above, request any change, addition or alteration in the Drawings, then Landlord shall have such revisions prepared by the its architect, the cost of which shall be paid by Tenant. Upon completion of the revisions, which must be approved in advance in writing by Landlord, Landlord shall notify Tenant, in writing, of the estimated costs that will be chargeable to the Tenant by reason of such change, addition or deletion (the "**Additional Costs**"). Tenant shall, within three (3) business days, notify Landlord in writing whether it desires to proceed with such change, addition or deletion. All changes, additions or alterations made with Tenant's approval pursuant to this Paragraph 4 shall be made at Tenant's expense. In the absence of such written authorization, Landlord shall not be obligated to continue work on the Work, and Tenant shall be chargeable with any delay in the completion of the Work resulting therefrom. Tenant shall pay Landlord the Additional Costs within ten (10) days following its receipt of an invoice for the Additional Costs. Additionally, Tenant

C-1

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shall be responsible for the payment of any increase in costs incurred by Landlord that result from (a) Tenant's delay in approving the Drawings or (b) Tenant delaying Landlord's construction of the Work.

5. Scope of Work. Except as set forth in this Exhibit C or otherwise in the Lease, Landlord has no other agreement with Tenant with respect to, and no other obligation to do, any other work with respect to the Premises. Any other work in the Premises that may be permitted to be done by Tenant pursuant to the terms and conditions of the Lease shall be done at Tenant's sole cost and expense and in accordance with the terms and conditions of the Lease.

6. Substantial Completion/Warranties. The Work shall be considered substantially complete once construction of the Improvements is complete in all material respects in substantial compliance with the provisions of the Lease so that Tenant can commence beneficial use and occupancy of the as intended subject only to minor punch-list items, the non-completion of which does not materially interfere with Tenant's use of the for general office purposes (the "**Punch-List Items**") and all requisite inspections have been completed and documentation received from the appropriate governmental authority that the is approved for occupancy and use for general office purposes. After Landlord has determined that the Work has been substantially completed, Landlord will so notify Tenant in writing. Within five (5) business days after such notification, or as soon as reasonably practicable thereafter, Tenant will inspect the Work and provide Landlord with either Tenant's written acceptance of the Work, (which acceptance may include the Punch List Items to be corrected or finished by the Landlord or the contractor but which do not constitute grounds for a nonacceptance) or a written statement describing all of Tenant's reasons for nonacceptance. Landlord will promptly and diligently complete any Punch-List Items. Landlord disclaims and Tenant waives all warranties, including implied warranties, with respect to the Work, except as set forth in the Lease; provided, however, Landlord shall obtain a warranty for such Improvements for one (1) year following substantial completion, which warranty shall be assigned to Tenant, and to the extent such warranty is not assignable to Tenant, Landlord shall enforce such warranty for the benefit of Tenant, provided the same is at no cost to Landlord. Either party may obtain warranties from the contractor or from any supplier or manufacturer of the Work and except as provided above or otherwise in the Lease, and subject to completion of the Work in accordance with the Lease, each party will look solely to the contractors, suppliers and manufacturers of the Work with respect to any claims regarding the Work.

SCHEDULE C-1

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SCOPE

Landlord shall provide turnkey upfit based on attached test fit and below notes. Landlord is not providing any furniture, equipment, supplemental air, low voltage cabling or interior signage packages.

Flooring –

- Carpet - \$25/Square yard for carpet tile throughout unless otherwise noted.
 - LVT – in Entry (#100) and break room (#124) up to \$8/SF
 - VCT – in Storage A, B, C, D and Server / IT closet (#102)
 -

Walls –

- Finished and painted with \$1/SF allowance throughout Premises. Includes one main color and one accent color.
- Demising walls built to the deck
- 9' Ceiling height for the ACT for interior walls
- Hollow metal frames to be painted throughout the premises
- Rubber Cove Base Throughout

Break Room –

- Double Bowl Sink and Faucet
- Solid surface countertops in breakroom
- Mill work to be plastic laminate uppers and lowers on wall and lowers on island

Glazing –

- 11 Sliding Office Fronts with ¼" Glass and Butt Glazed in U Channel @ Room 103

Electrical & IT–

- Wall feeds in open areas except open area 112 will get a floor feed.
- Included 3 floor boxes total in pricing
- IT closet will be painted and include 1 phone board.

Life Safety-

- Sprinklers, fire alarm strobes and fire extinguishers

Ceiling & Lighting –

- Existing grid to remain. Rework/patch as needed
- Grid to be 2x4 tiles.
- Ceiling work not to exceed \$2.20/RSF
- Building standard 2x4 lay in lights included

Miscellaneous

- Operable partition and steel support included in training room 110
- Entry double doors to premises to remain and include glass inserts

D-1

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- New plain sliced cherry doors with building standard hardware throughout the rest of the premises
- Upper & Lower PLAM cabinets and PLAM countertop in copy room 120
- Built in benches, credenzas and catering center PLAM cabinets included in entry 100

EXHIBIT D

FORM OF COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is made as of this ____ day of _____, 2021 between **CRS OFFICE CENTER IV LLC** ("Landlord") and **CENTRALINA REGIONAL COUNCIL** ("Tenant").

WHEREAS, the parties entered into a lease dated _____, 2021, (the "Lease"), attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property known as Suite 250 located at 10735 David Taylor Drive, Charlotte, North Carolina 28262, containing approximately 13,555 square feet (the "Premises").

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date.

NOW, THEREFORE in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of their existing Lease:

1. The Commencement Date of the Lease is _____, 20__.
2. The Expiration Date of the Lease is _____, 20__.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:
CRS OFFICE CENTER IV LLC

TENANT:
CENTRALINA ~~REGIONAL COUNCIL~~ ~~COUNCIL~~
~~OF GOVERNMENTS~~

Name:
Title:

Name:
Title:

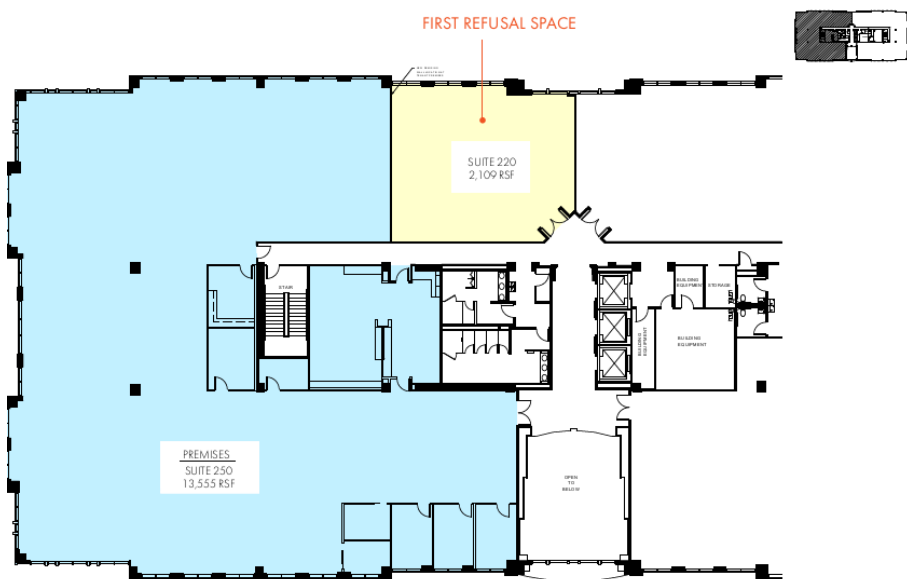
EXHIBIT E
RENEWAL TERM

Landlord hereby grants to Tenant the right and option to extend this Lease for one (1) period of five (5) years upon the same terms and conditions as contained herein ("Renewal Period"); provided, however, that the Base Rent during such Renewal Period shall be equal to the then Fair Market Value of the Premises. Fair Market Value shall be defined as the then fair market rental value of space that is comparable to the Premises, leased for a term comparable to the Renewal Period, located in buildings equivalent in quality and location to the Building. Fair Market Value shall be based on space that is not (i) subleased, (ii) subject to another tenant's expansion or right of first refusal rights, or (iii) leased to a tenant that holds an ownership interest in or is otherwise affiliated with Landlord. Fair Market Value shall take into account any rent inducements or concessions then being included in comparable leases in the marketplace.

Fair Market Value shall be determined as follows: In the event the parties are unable to agree upon the Fair Market Value of the Premises, then within sixty (60) days of Tenant's exercise of the renewal option, each party, at its own cost and by giving notice to the other party, shall appoint a real estate broker with at least five (5) years commercial real estate experience in the area in which the Premises are located to determine the Fair Market Value. The brokers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two brokers shall be binding upon Landlord and Tenant. In the event that the two brokers are unable to agree on the Fair Market Value, they shall immediately and mutually select an independent third broker meeting the qualifications stated in this paragraph. The third broker's determination of the Fair Market Value of the Premises shall be made within ten (10) days, and Landlord and Tenant shall share the cost of retaining the third broker equally. The two brokers or the third broker, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and which shall serve as the Base Rent for the Renewal Period. In the event that the Tenant remains in disagreement with this Fair Market Value determination, Tenant may withdraw its exercise of the option without penalty.

The option to extend may be exercised only if (a) Tenant is not in default under this Lease at such time, (b) the Lease has not been assigned or sublet and (c) must be exercised by written notice of Tenant's intention to exercise such option being given by Tenant to Landlord at least nine (9) months but no more than fifteen (15) months prior to the expiration of the term of this Lease.

EXHIBIT F
FIRST REFUSAL SPACE



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EXHIBIT G

SCOPE OF WORK – GENERAL CLEANING SPECIFICATIONS

A. Office Areas

1. Empty trash bins and replace liners as needed.
2. Vacuum carpeted areas in lobbies, corridors, conference rooms and high traffic areas nightly. Vacuum offices, cubicles and other areas weekly. Edge vacuum carpets and baseboards semi-monthly.
3. Dust office furniture within reach on a weekly basis. Desktop items and paper will not be moved. Arrangements can be made to perform detailed and more extensive dusting on a periodic basis.
4. Damp wipe glass tops nightly. Office entrance and glass doors to individual offices to be cleaned nightly. Glass partitions and side lights will be cleaned as needed.
5. Walls, doors, and switch plates to be spot cleaned monthly.
6. Clean water fountains nightly.
7. Dust vinyl or leather covered furniture and vacuum or brush upholstered furniture as needed.
8. Sweep file, copier, and computer rooms nightly. Spot mop as needed. Damp mop entirely at least once a week.

B. Restrooms

1. Sweep and damp mop floors nightly using disinfectant. Machine scrub floors quarterly.
2. Clean mirrors, bright work, stainless and other horizontal surfaces nightly.
3. Wash and disinfect sinks, sink drains, urinals, and commodes nightly.
4. Wipe toilet seats with disinfectant nightly.
5. Spot clean partitions, tile and other walls around dispensers, receptacles, and fixtures weekly.
6. Empty and disinfect receptacles and sanitary dispensers nightly. Replace wax liners as needed.
7. Fill toilet tissue, soap, and towel dispensers nightly.
8. Wash walls, partitions and tile areas as needed.
9. Dust louvers and ceiling vents monthly.
10. High dust tops of partitions weekly.
11. Flush floor drains weekly with water.

G-1

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C. Break Areas

1. Sweep and mop break areas nightly.
2. Wipe and clean tables and countertops nightly.
3. Tops of refrigerators and microwaves will be dusted weekly.
4. Reset tables and chairs nightly.
5. Wipe fronts and tops of cabinets as needed or monthly.
6. Wipe trash cans as needed or monthly.
7. Doors, walls, and switch plates will be damp wiped (spot cleaned) monthly.
8. Excluded is the inside cleaning of microwaves, refrigerators, coffee pots and makers, inside of cabinets, and vending machines. These services are priced as extras.

D. Hard Surfaced Floors in Lobbies and Common Areas

1. Dust mop and wet mop hard surfaced floors nightly.
2. Buff Vinyl Composition Tile (VCT) quarterly or commensurate with daily traffic to maintain a good appearance. Buffing more than quarterly is considered above standard and may be priced as an extra.
3. Strip and wax VCT annually.
4. Hard surfaced floors in public areas will be waxed and/or polished commensurate with daily traffic to maintain a good appearance at all times (Buffing and Stripping & Waxing more than listed above is considered above standard and may be priced as an extra).
5. Marble, granite, wood and other specialty floors will be dust mopped nightly. Further maintenance will be negotiated on a case by case basis.

E. High Dusting

1. Dust picture frames and wall hangings weekly.
2. Dust surfaces such as walls, partitions, doors, and other surfaces above shoulder height as needed or monthly. High dusting above 14 feet is excluded as it invalidates our general liability coverage.
3. Dust ceiling diffusers, registers and other ventilating louvers below 14 feet on a semi-annual basis.
4. Dust exterior window ledges weekly.
5. Dust blinds on a semi-annual basis.

F. General

1. Keep slopsink rooms in a clean, neat and orderly condition at all times.

2. Dust and/or clean directory boards as required. Remove fingerprints and smudges nightly. High visibility areas such as entrances will be cleaned nightly, paying particular attention to door frames, window ledges and corners.
3. Specialty items such as silk wall coverings, drapes and other specialty fabrics are excluded from these cleaning specifications.
4. Sweep and dust stairways weekly. Police nightly.

G. Carpet Cleaning and Additional Services

1. Spot cleaning of carpets is included. Spot cleaning does not include using extractors or larger equipment. A comprehensive carpet cleaning maintenance program is recommended and available as an additional service.
2. Other specialty cleaning services are available. These will be priced on a case by case basis.

The scope of work listed in this **Exhibit G** may be changed from time to time by Landlord, provided that the scope of work shall be consistent with other Class A suburban office projects in Charlotte, North Carolina.

EXHIBIT H

NONDISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

THIS NONDISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT made and entered into _____, 2019, by and between CRS Office Center IV LLC, a Florida limited liability company ("Landlord"), whose notice address is 23421 Walden Center Drive, Suite 300, Estero, FL 34134; **CENTRALINA COUNCIL OF GOVERNMENTS**, d.b.a. Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina ("Tenant") whose notice address is 9815 David Taylor Drive, Suite 100, Charlotte, NC 28262, Attn: _____; and Iberiabank, a Florida Banking Corporation, a Louisiana state-chartered bank ("Mortgagee"), whose notice address is 2150 Goodlette Road North, Naples, Florida 34102.

WITNESSETH:

WHEREAS, Tenant entered into a certain Office Lease Agreement dated _____, 2021 (the "Lease") with Landlord, and under the terms of which Lease the Landlord leased unto Tenant a portion of the building described as Four Resource Square, which is located on the land described as 10735 David Taylor Drive, Charlotte, NC 28262 hereto, more particularly known as Suite 250 hereto (the "Premises"), and

WHEREAS, Landlord, as borrower (hereinafter referred to sometimes as "Borrower"), has executed and delivered to Mortgagee a certain mortgage ("Mortgage") to secure Borrower's loan from Mortgagee, which Mortgage encumbers the Premises; and

WHEREAS, Mortgagee has requested Tenant to subordinate the Lease and Tenant's interest thereunder to the lien, operation and effect of the Mortgage, and Tenant is willing to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. Subordination. Subject to the terms and conditions set forth in this Agreement, Tenant does hereby subordinate the Lease and all of Tenant's right, title, interest and estate thereunder in and to the lien, operation and effect of the Mortgage, and to all advances made or thereafter to be made thereunder; provided, however, the lien of the Mortgage shall not be effective, and shall not cover, any leasehold improvements currently owned by Tenant or any of Tenant's equipment, trade fixtures, personal property or other property placed in or upon the Premises by Tenant.

2. Nondisturbance and Quiet Enjoyment. Mortgagee agrees that as long as Tenant is not in default (beyond the expiration of any notice and cure period given Tenant under the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and its right and privileges under the Lease, or any renewal of it, shall not be diminished or disturbed by Mortgagee, whether by foreclosure of the lien of the Mortgage or otherwise, and Lender shall not join Tenant in any action, suit or proceeding (judicial or non-judicial) arising out of or relating to the Mortgage.

3. Attornment. In the event the Mortgage shall be foreclosed for any reason and Mortgagee or other purchaser at the foreclosure sale succeeds to the interest of Landlord under the Lease, Tenant agrees to be bound to Mortgagee or other purchaser under all the terms, covenants and conditions of the Lease for the balance of its term with the same force and effect as if Mortgagee or other purchaser were Landlord

under the Lease, and Tenant does hereby agree to attorn (agree to recognize the new owner and promise to pay the rent to him as landlord) to Mortgagee or other purchaser as its landlord, the attornment to be effective and self-operative, without execution of any other instruments on the part of any of the parties to this Agreement, immediately upon Mortgagee or other purchaser succeeding to the interest of Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee or other purchaser unless and until Mortgagee or other purchaser has succeeded to the interest of Landlord under the Lease and Tenant received written notification of same from Mortgagee or other purchaser. Any such notice shall be binding upon Landlord, and Landlord agrees that should Tenant make any payments to Mortgagee or other purchaser because Tenant has received such a notice, Landlord hereby releases Tenant from any obligation to make payments to Landlord during the time Tenant is making payments to Lender or other purchaser. In the event the Mortgage shall be foreclosed for any reason and Mortgagee succeeds to the interests of Landlord under the Lease, Mortgagee agrees to be thereafter, from the time it acquires title to the Premises, bound to Tenant under all the terms, covenants and conditions of the Lease; provided, however, that Mortgagee shall not be (a) bound by any rent or additional rent Tenant may have paid for more than the current month to any prior landlord including, but not limited to, Landlord, or (b) liable for the return of any security deposit that is not transferred to Mortgagee.

4. Landlord's Default. Tenant agrees to provide Lender with a written notice at the address set forth above, as may be required to be provided to Landlord under the Lease and by the same means of delivery as is permitted under the Lease for notices to Landlord, of any default on the part of the Landlord under the Lease, and Tenant hereby grants to Lender the option to cure said default within thirty (30) days of such written notice.

5. Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors and assigns.

[Remainder of page left blank intentionally.]

Landlord, Tenant and Mortgagee have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LANDLORD:
CRS OFFICE CENTER IV LLC, a Florida
limited liability company

Unofficial Witness

By: _____ (Seal)
Its: _____

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT:
CENTRALINA COUNCIL OF
GOVERNMENTS, d.b.a. Centralina
Regional Council, a North Carolina
regional council of governments pursuant
to Chapter 160A, Article 20, Part 2 of the
General Statutes of North Carolina

Unofficial Witness

By: _____(Seal)
Its: _____

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LENDER:
IBERIABANK, a Louisiana state-chartered
bank

Unofficial Witness

By: _____(Seal)
Justin Emens, Senior Vice President

Notary Public

MY COMMISSION EXPIRES:

(AFFIX NOTARY SEAL)

EXHIBIT I

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of _____, 2021, by and between **CRS OFFICE CENTER IV LLC**, a Florida limited liability company ("**Landlord**"), and **CENTRALINA COUNCIL OF GOVERNMENTS**, d.b.a. Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina ("**Tenant**") who agree as follows:

1. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of that certain Office Lease dated _____, 2021 (the "**Lease**"). The Lease is incorporated herein by reference. This Memorandum of Lease is not a complete summary of the Lease, and the provisions contained herein will not be construed to interpret the terms thereof. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail. If the Lease expires or terminates in accordance with its terms, Landlord may place a termination of this Memorandum of Lease of record.

2. Terms and Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to the terms of the unrecorded Lease, approximately 13,555 rentable square feet in Suite 250 of an office building complex known as Four Resource Square, which building is located at 10735 David Taylor Drive, Charlotte, North Carolina (the "**Property**"). The Property is more particularly identified on Exhibit A attached hereto. The term of the Lease may continue until _____, 202__, including extensions and renewals.

[Signatures on following pages]

Prepared by and return to:

Andrew T. Miller, Esq.
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, NC 28246

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed as of the date first set forth above.

LANDLORD:

CRS OFFICE CENTER IV LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that the he or she voluntarily signed the foregoing document:

(insert name(s) of those signing)

Witness my hand and official stamp or seal this _____ day of _____, 2021.

Notary Public

Notary's printed or typed name
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

[Signatures continue on following page]

TENANT:

CENTRALINA COUNCIL OF GOVERNMENTS,
d.b.a. Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that the he or she voluntarily signed the foregoing document:

(insert name(s) of those signing)

Witness my hand and official stamp or seal this _____ day of _____, 2021.

Notary Public

Notary's printed or typed name
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

EXHIBIT A

DESCRIPTION OF PROPERTY

The Land

Lying and being situate in Mecklenburg County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 4, according to plan thereof, recorded in Map Book 33, Page 541 in the Office of the Register of Deeds of Mecklenburg County, North Carolina. Said premises also being described as: Beginning at a mark on a water vault at the southwestern right-of-way of David Taylor Drive (60 foot public right-of-way), said point being a southeastern property corner of the property known as Three Resource Square as recorded in Map Book 33 Page 359 of the Mecklenburg County public registry, property of Three Resource Square Partners LLC as described in Deed Book 33059 Page 139 of the Mecklenburg County public registry; thence with the western right-of-way line of David Taylor Drive the following three (3) courses and distances: (1) along an arc of a circular curve to the right having a radius of 807.77 feet, an arc distance of 121.66 feet, a central angle of 8°37'46", and a chord bearing and distance of S 37°41'07" E, 121.54 feet to a ½" iron rebar found, (2) S 41°59'57" E, 156.37 feet to a ½" iron rebar found, (3) along an arc of a circular curve to the right having a radius of 2,261.83 feet, an arc distance of 45.14 feet, a central angle of 1°08'37", and a chord bearing and distance of S 41°25'42" E, 45.14 feet to a ½" iron rebar found at the northeastern corner of the property of TDCA Resource Square LLC as described in Deed Book 30624 Page 363 in the Mecklenburg County public registry, thence with the boundary of the TDCA Resource Square LLC's property line six (6) courses and distances: (1) S 51°40'49" W 100.10 feet to a ½" iron rebar found, (2) along an arc of a circular curve to the right having a radius of 2,161.99 feet, an arc distance of 57.53 feet, a central angle of 1°31'29", and a chord bearing and distance of S 40°12'39" E, 57.53 feet to a ½" iron rebar found, (3) S 51°40'49" W 175.65 feet to a ½" iron rebar found, (4) S 38°30'55" E 12.00 feet to a ½" iron rebar found, (5) S 51°40'49" W 95.83 feet to a ½" iron rebar found, (6) S 49°33'23" W 107.95 feet to a nail found in pavement, thence with part of a north line of said TDCA Resource Square LLC property, and part of a north line of property of Mattamy Carolina Corporation as described in Deed Book 32723 Page 768 of the Mecklenburg County public registry, S 51°40'49" W 415.80 feet to a ½" iron rebar found, thence continuing along said Mattamy Carolina Corporation's property the follow two (2) courses and distances: (1) N 41°41'21" W 283.92 feet to a ½" iron rebar found, (2) N 70°39'03" W 191.28 feet to a ½" iron rebar found at the eastern right-of-way of College View Lane (60 foot public right-of-way), thence with said right-of-way three (3) courses: (1) along an arc of a circular curve to the left having a radius of 467.00 feet, an arc distance of 170.57 feet, a central angle of 20°55'36", and a chord bearing and distance of N 13°41'32" E, 169.62 feet to a ½" iron rebar found, (2) N 01°36'28" W 55.09 feet to a ½" iron rebar found, (3) along a curve to the right having a radius of 518.09 feet, an arc distance of 46.98 feet, a central angle of 5°11'42", and a chord bearing and distance of N 03°53'27" E 46.96 feet to a ½" iron rebar found at the southwestern corner of the aforementioned Three Resource Square Tract, thence following the boundary of said property thirteen (13) courses and distances: (1) S 70°39'03" E 79.15 feet to a ½" iron rebar found, (2) along a curve to the left having a radius of 361.00 feet, an arc distance of 184.69 feet, a central angle of 29°18'45", and a chord bearing and distance of S 85°18'26" E 182.68 feet to a ½" iron rebar found, (3) N 80°02'11" E 64.73 feet to a 5/8" iron rebar found, (4) N 42°35'41" E 90.40 feet to a ½" iron rebar found, (5) along a curve to the right having a radius 63.00 feet, and arc distance of 26.74 feet, a central angle of 24°19'09", and chord bearing and distances of N 23°40'10" W 26.54 feet to a ½" iron rebar found, (6) N 11°30'38" W 39.28 feet to a ½" iron rebar found, (7) N 80°02'11" E 54.77 feet to a ½" iron rebar found, (8) along a curve to the left having a radius of 747.50 feet, an arc distance of 82.41 feet, a central angle of 6°19'01", and a chord bearing and distance of N 76°52'40" E 82.37 feet to a ½" iron rebar found, (9) N 48°18'39" E 20.97 feet to a ½" iron rebar found, (10) along a curve to the right having a radius of 125.00 feet, an arc distance of 44.80 feet, a central angle of 20°32'04", and a chord bearing and distance of N 58°34'44" E 44.56 feet to a ½" iron rebar found (11) along a curve to the left having a radius of 729.50 feet, an arc distance of 97.91 feet, a central angle of 7°41'25", and a chord bearing and distance of N

65°00'07" E 97.84 feet to a mark on the curb, (12) N 29°51'51" W 29.46 feet to a 1/2" iron rebar found, (13) N 60°33'45" E 171.04 feet to the point and place of beginning, containing 9.3973 acres (409,347 sq.ft.), more or less.

TOGETHER WITH a permanent, non-exclusive easement for ingress and egress from Four Resource Square to David Taylor Drive reserved in Deed recorded in Book 13097, page 98, over and across the property described below.

To locate the point and place of beginning, commence at an existing iron pin in the southwestern margin of the right-of-way of David Taylor Drive (60 foot public right-of-way), said point of commencement being the northernmost corner of Lot No. 4 as shown by the "Revised Final Plat of One Resource Square - at University Research Park - Map 4" recorded in Book 33, Page 541 in the Mecklenburg County Public Registry (hereinafter "Lot 4"), thence, with and along the northeastern boundary line of Lot 4, the southwestern margin of the right-of-way of David Taylor Drive, the following three (3) courses and distances: (1) with the arc of a circular curve to the left having a radius of 807.77 feet, an arc length of 121.65 and a chord bearing and distance of S 37-41-07 E. 121.54 feet to an existing iron pin; (2) S 41-59-57 E 156.37 feet to an existing iron pin; and (3) with the arc of a circular curve to the left having a radius of 2,261.83 feet, an arc length of 45.14 feet and a chord bearing and distance of S 41-25-42 E. 45.14 feet to an existing iron pin, the Point and Place of Beginning, thence, leaving the southwestern margin of the right-of-way of David Taylor Drive and continuing with and along the boundary line of Lot No. 4, the following two courses and distances; (1) S 51-40-49 W 100.10 feet to a set iron pin and (2) with the arc of a circular curve to the right having a radius of 2,161.99 feet, an arc length of 57.53 feet and a chord bearing distance of S 40-12-39 E. 57.53 feet to a set iron pin; thence, continuing with and along the boundary line of Lot 4, the following five courses and distances; (1) S 51-40-49 W. 175.65 feet to a set iron pin; (2) S 38-30-55 E. 12.00 feet to a set iron pin; (3) S. 51-40-49 W. 95.83 feet to a set iron pin; (4) S. 49-33-23 W. 107.95 feet to a set iron pin; and (5) S. 51-40-49 W. 226.86 feet to a point; thence S 38-19-14 E. 53.00 feet to a point; thence, N 51-40-49 E. 226.63 feet to a point; thence, N 53-47-57 E 108.18 feet to a point; thence N 51-40-49 E 96.04 feet to a point, thence S. 38-30-55 E. 12.00 feet to a point; thence N 51-40-49 E. 275.39 feet to a point in the southwestern margin of the right-of-way of David Taylor Drive: thence, with and along the southwestern margin right-of-way of David Taylor Drive, with the arc of a circular curve to the left having a radius of 2,261.83 feet, an arc length of 85.01 feet and a chord bearing and distance of N. 38-19-21 W. 85.00 feet to a point; thence; with the arc of a circular curve to the left having a radius of 2,161.99 feet and chord bearing and distance of N 40-12-39 W. 57.53 feet to an existing iron pin; the point and place of BEGINNING and being shown as that Ingress and Egress Easement on that ALTA/ACSM Land Title Survey Four Resource Square at University Research Park dated December 21, 2001, and last revised December 27, 2001, prepared by ESP Associates, P.A., Michael S. Miller, NCPLS



CENTRALINA

REGIONAL COUNCIL

Item 10



Board Agenda Item Cover Sheet

Board Meeting Date:	November 10, 2021	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	5 minutes			
Presenter at Meeting:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
Staff will provide an overview of the Nominating Committee, which will identify the 2022 slate of nominees for the offices of Chair, Vice Chair, Secretary, and Treasurer. The Board of Delegates will vote on this slate at its annual meeting on February 9, 2022.						
Background & Basis of Recommendations:						
Article IX, Section B of the Centralina bylaws states: <i>The Executive Board, prior to the Council meeting each year at which elections are to be held, shall appoint a Nominating Committee of three (3) delegates. At the Council's meeting each year at which the elections are to be held, and prior to the election of officers by the Council at that meeting, the Nominating Committee shall submit to the Council the names of proposed officers. Nominations from the floor may be made. The person receiving the highest number of votes cast for each office shall be deemed elected.</i>						
Requested Action / Recommendation:						
Receive as information and make recommendations for Executive Board members to serve on the Nominating Committee.						
Time Sensitivity: <i>(none or explain)</i>	The Nominating Committee must be formed and select a slate of officers prior to the January 12, 2022 Executive Board meeting.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	None					